

**SIGNATURE DOCUMENT FOR  
THE HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. 529-16-0132-00009  
UNDER THE  
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

**I. PURPOSE**

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **City of Laredo Health Department** ("Grantee" or "Contractor"), having its principal office at 2600 Cedar Ave., Laredo, TX 78040 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

**III. CONTRACT PERIOD**

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

**IV. STATEMENT OF SERVICES TO BE PROVIDED**

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation  
Attachment B -- Contractor's revised Program Forms  
Attachment C -- Contractor's revised Budget Documents  
Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to 350 Unduplicated Clients during the term of this Contract.

**V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS**

The total amount of this Contract shall not exceed \$405,010 for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

**VI. CONTRACT REPRESENTATIVES.**

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

**System Agency**

Health and Human Services Commission -- Women's Health Services  
Address: 1100 W. 49<sup>th</sup> Street  
Austin, TX 78756  
Attention: Camille Laosebikan  
Email: Camille.Laosebikan@hhsc.state.tx.us  
Phone: (512)776-3561

**Grantee**

City of Laredo Health Department  
Address: 2600 Cedar Ave.  
Laredo, TX 78040  
Attention: Waldo Lopez  
Email: wlopez@ci.laredo.tx.us  
Phone: (956)791-7302

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## **VII. LEGAL NOTICES**

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **System Agency**

Health and Human Services Commission  
4900 North Lamar Blvd.  
Austin, TX 78751  
Attention: HHSC Chief Counsel – Karen Ray

### **Grantee**

City of Laredo Health Department  
2600 Cedar Ave.  
Laredo, TX 78040  
Attention: Hector F. Gonzalez, MD, MPH – Health Director

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

## **VII. DISPUTE RESOLUTION**

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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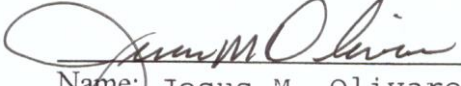
### VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

#### SYSTEM AGENCY

Name: Lesley French  
Title: Associate Commissioner  
Date of execution: \_\_\_\_\_

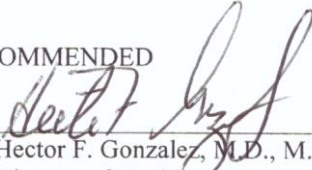
#### GRANTEE

  
Name: Jesus M. Olivares  
Title: City Manager  
Date of execution: 8/3/16


THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION  
ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS  
ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS  
ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION  
ATTACHMENT E – UNIFORM TERMS AND CONDITIONS  
ATTACHMENT F – SPECIAL CONDITIONS  
ATTACHMENT G – GENERAL AFFIRMATIONS  
ATTACHMENT H – FEDERAL ASSURANCES AND CERTIFICATIONS  
ATTACHMENT I – DATA USE AGREEMENT

RECOMMENDED

By:   
Hector F. Gonzalez, M.D., M.P.H. Date 8-1-16  
Director of Health

APPROVED AS TO FORM

By:   
Kristina Hale Date 8/3/16  
Assistant City Attorney

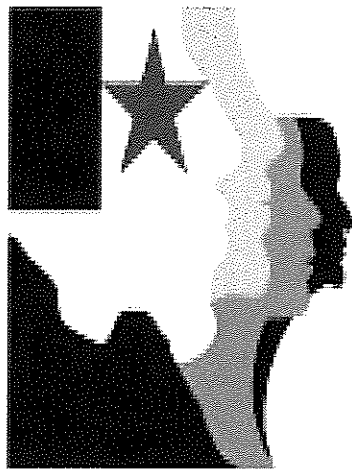
ATTESTED

By:   
Heberto L. Ramirez Date 8/4/16  
City Secretary





**Attachment A – Healthy Texas Women  
Open Enrollment  
Solicitation**



# TEXAS

## Health and Human Services Commission

**Chris Traylor, Executive Commissioner**

**Open Enrollment  
For  
Healthy Texas Women**

**Enrollment Number: 529-16-0132**

**Enrollment Period Opens: May 27, 2016**

**Enrollment Period Closes: July 12, 2016**

**NIGP Class/Item Code:**

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,  
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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## 1. GENERAL INFORMATION

### 1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

### 1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	<b>Lizet Alaniz, CTPM</b>
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	<b>(512) 406-406-2423</b>
Fax:	<b>(512) 406-406-2695</b>
Email Address:	<b><a href="mailto:lizet.alaniz@hhsc.state.tx.us">lizet.alaniz@hhsc.state.tx.us</a></b>

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

### 1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

## 1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.



Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

## 1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:  
[http://comptroller.texas.gov/procurement/prog/vendor\\_performance/debarred/](http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/)
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:  
<https://www.sam.gov/portal/public/SAM>;
- determined to be "Active" by the Texas Comptroller of Public Accounts:  
<http://www.cpa.state.tx.us/taxinfo/coasintr.html>;
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

**NOTE:** To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

## **1.6. Strategic Elements**

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

## **1.7. External Factors**

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

## **1.8. Legal and Regulatory Constraints**

### **1.8.1 Delegation of Authority**

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

### **1.8.2 Conflicts of Interest**

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**



### **1.8.3 Former Employees of a State Agency**

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

### **1.8.4 Interpretive Conventions**

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

## **1.9. HHSC Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

## **1.10. Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

### **1.11. Delivery of Notices**

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

**The remainder of this page is intentionally left blank.**

## **2. SCOPE OF WORK**

### **2.1. Project Scope**

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

**NOTE:** A client will have an HTW identification number.

#### **Program Component 1 - Program Administration and Management**

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.



## **Program Component 2 - Quality Assurance/Quality Improvement**

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
  - a. Medical Director's involvement in the QA/QI activities;
  - b. Activities used to identify trends of needed improvement and the frequency of those activities;
  - c. Activities to ensure correction and follow-up to findings identified;
  - d. Use and frequency of client satisfaction surveys;
  - e. System used to identify, report, and monitor adverse outcomes; and
  - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

## **Program Component 3 - Professional Development**

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

**NOTE:** Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

## **Program Component 4 – Recruitment**

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

## **Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:**

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## **2.2. Assessment Narrative**

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
  - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
  4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

### **2.3. Clinic Site Readiness**

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

## **2.4. Staff Development Plan**

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1 ):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

## **2.5. Community Education/Program Promotion Plan**

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

## **2.6. Reporting Requirements**

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

## **2.7. Budget Requirements and Monthly Cost Reimbursement Process**

### **A. Projected Budget Requirements:**

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

**NOTE:** Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.



Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

#### B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

### 2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

**NOTE:** Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

## **2.9. Service Delivery Area(s)**

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

## **2.10. Goals and Performance Measures**

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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### 3. HISTORICAL UTILIZATION

#### 3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

#### 3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

**NOTE:** During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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## **4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

### **4.1. Introduction**

**The sole point of contact for HUB inquires:**

**Texas Health and Human Services Commission  
John Wesley Smith, HUB Coordinator  
Phone: (512) 406-2536  
E-mail: [John.Wesley.Smith@hhsc.state.tx.us](mailto:John.Wesley.Smith@hhsc.state.tx.us)**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

## 4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

## 4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

## 4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

## 4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**



- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

#### **4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract**

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

##### **A. Method 1: Applicant Intends to Subcontract with only HUBs:**

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

**B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):**

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

**C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

**D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
  - information regarding the location to review project plans or specifications;
  - information about bonding and insurance requirements;
  - required qualifications and other contract requirements; and
  - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

#### **4.7. Method 5: Applicant Does Not Intend to Subcontract**

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

#### **4.8. Post-award HSP Requirements**

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

## **5. INFORMATION AND SUBMISSION INSTRUCTIONS**

### **5.1. HUB Vendor Teleconference**

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor  
Conference PowerPi

### **5.2. Multiple Applications**

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

### **5.3. Use of Subcontractors**

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

### **5.4. Open Enrollment Cancellation/Partial Award/Non-Award**

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

### **5.5. Right to Reject Applications or Portions of Applications**

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

### **5.6. Joint Applications**

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

## **5.7. Withdrawal of Applications**

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

## **5.8. Costs Incurred**

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

## **5.9. Instructions for Submitting Applications**

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

### **Submission**

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

### **Physical Address for hand delivery and overnight and commercial mail:**

Health and Human Services Commission  
Attn: Response Coordinator  
Procurement and Contracting Services Building  
1100 W. 49<sup>th</sup> St.  
Mail Code: 2020  
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

**NOTE:** Applications may not include materials or pamphlets not specifically requested in this open enrollment.

## **5.10. Format and Content of Electronic or Paper Submission of Application**

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar



### **5.10.1 Section 1 -- Executive Summary**

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

#### **A. Financial Capacity**

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

#### **B. Corporate Guarantee**

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

#### **C. Bonding**

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

### **5.10.2 Section 2 - Completed Forms A - M-1**

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

### **5.10.3 Section 3 - HUB Subcontracting Plan**

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

**NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.**

### **5.10.4. Section 4 - Certifications and Other Required Forms**

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf)

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf). HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

**The remainder of this page is intentionally left blank.**

## **6. ELIGIBILITY DETERMINATION**

### **6.1. Initial Compliance Screening**

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

### **6.2. Unresponsive Applications**

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

### **6.3. Corrections to Application**

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

### **6.4. Additional Information**

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

## 7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

<b>TERM</b>	<b>DEFINITION</b>
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

<b>TERM</b>	<b>DEFINITION</b>
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

<b>PROGRAMMATIC ACRONYMS</b>	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

**The remainder of this page is intentionally left blank.**



# **PROGRAM FORMS**

## FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name  
of Applicant: \_\_\_\_\_

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
<b>A</b>	Application Table and Contents and Checklist	<input type="checkbox"/>	
<b>B</b>	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
<b>C</b>	Contact Person Information	<input type="checkbox"/>	
<b>D</b>	DELETED	<input type="checkbox"/>	
<b>E</b>	DELETED	<input type="checkbox"/>	
<b>F</b>	Budget Summary and Details	<input type="checkbox"/>	
<b>G</b>	Applicant Background	<input type="checkbox"/>	
<b>H</b>	Funding Request and Performance Measures	<input type="checkbox"/>	
<b>I</b>	Work Plan	<input type="checkbox"/>	
<b>J</b>	Assessment Narrative	<input type="checkbox"/>	
<b>K</b>	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
<b>K-1</b>	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
<b>L</b>	Staff Development Plan	<input type="checkbox"/>	
<b>L-1</b>	Staff Development Training Calendar	<input type="checkbox"/>	
<b>M</b>	Community Education/Program Promotion Plan	<input type="checkbox"/>	
<b>M-1</b>	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> <li>• <u>Child Support Certification;</u></li> <li>• <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u></li> <li>• <u>Required Certifications;</u></li> <li>• <u>Federal Lobbying Certification;</u></li> <li>• <u>Anti-Trust Certification;</u></li> <li>• <u>Respondent Information and Disclosures; and</u></li> <li>• <u>Information Security and Privacy Initial Inquiry (SPI)</u></li> </ul> <u><a href="http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf">http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</a></u>	<input type="checkbox"/>	

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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

## FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	<b>-D-</b>			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	02	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	<b>-G-</b>			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	<b>-H-</b>			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	<b>-S-</b>			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

## FORM C: CONTACT PERSON INFORMATION

Legal Business Name  
of Applicant: \_\_\_\_\_

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

### Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

## **FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS**

### **Form F: Budget Summary and Forms F-1 through F-7: Budget Details**

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

### **Form F: Budget Summary Worksheet**

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

## FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name  
of Applicant:** \_\_\_\_\_

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
  - A. Experience subcontracting with other organizations/providers;
  - B. Experience developing subcontracts and subcontract negotiations;
  - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
  - D. Experience providing technical assistance to subcontractors, including budget development and management;
  - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
  - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
  - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
  - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

## FORM G: APPLICANT BACKGROUND

**Legal Business Name of  
Applicant:** \_\_\_\_\_

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
  2. Reference the instructions on Form G – Applicant Background Guidelines.
  3. Applicant's response must not exceed 18 pages.
-



## FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of  
Applicant:

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### Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
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### Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

Projected Number of Clinical Clients to be Served:	
--	--

## **FORM I: WORK PLAN GUIDELINES**

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

### **Program Administration and Management:**

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

### **Quality Assurance/Quality Improvement:**

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
  - 1) Medical Director's involvement in the QA/QI activities;
  - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
  - 3) Activities to ensure correction and follow-up to findings identified;
  - 4) Use and frequency of client satisfaction surveys;
  - 5) System used to identify, report, and monitor adverse outcomes; and
  - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

### **Professional Development:**

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

**Recruitment:**

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

**Long-Acting Reversible Contraception (LARC) Usage:**

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
  - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
  - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
  - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
  - d. Define the time frame for accomplishing each objective/activity.
  - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## FORM I: WORK PLAN

**Legal Business Name  
of Applicant:**

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1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

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**FORM I: WORK PLAN****Program Component A  
Program Administration and Management****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

# FORM I: WORK PLAN

## Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

**FORM I: WORK PLAN**  
**Program Component C**  
**Professional Development**

**Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

**FORM I: WORK PLAN**

**Program Component D  
Recruitment**

**Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date



# FORM I: WORK PLAN

## Program Component E LARC Usage

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

## **FORM J: ASSESSMENT NARRATIVE GUIDELINES**

### **Part A**

Complete table to show assessment data sources and dates of assessments used.

### **Part B**

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
  - a. Geographic boundaries (urban or rural, physical environment);
  - b. General demographic data (age, gender, ethnicity, etc.);
  - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
  - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
  - e. Geographic service area (Form B);
  - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
  - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

## FORM J: ASSESSMENT NARRATIVE

Legal Business Name  
of Applicant: \_\_\_\_\_

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

---

### **Part A**

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

### **Part B**

(See ASSESSMENT NARRATIVE GUIDELINES).

## FORM K

### CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

<b>CLINIC SITE READINESS INFORMATION:</b>	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name  
of Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

**\*Each clinic form must contain current and accurate information.\***

<b>HEADER INFORMATION:</b>	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
<b>CLINIC SITE INFORMATION:</b>	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
<b>CLINIC HOURS AND SERVICES:</b>	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of  
Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

**All information must be accurate.\***

Clinic Name:			
Street Address:		Suite :	
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

**FORM L: STAFF DEVELOPMENT PLAN**

**Legal Business Name  
of Applicant:** \_\_\_\_\_

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.
  
2. Identify specific training that will be used for eligibility and billing staff.
  
3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.
  
4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.



[illegible]

## FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

**Legal Business Name  
of Applicant:** \_\_\_\_\_

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

# APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable  
Procedure Codes**

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Anesthesia for sterilization</b>		
	00851	
<b>Surgery - Integumentary system</b>		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
<b>Surgery - Female genital system</b>		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
<b>Radiology - Diagnostic imaging</b>		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
<b>Radiology - Diagnostic ultrasound</b>		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80061	18.83
<b>Pathology &amp; Lab - Drug testing</b>		
	80300	12.36
	80301	12.36
<b>Pathology &amp; Lab - Urinalysis</b>		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
<b>Pathology &amp; Lab - Cytopathology</b>		
	88150	14.86
	88164	14.86
	88175	37.25
<b>Medicine - Immunization administration</b>		
	90460	8.00
	90471	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90649	158.07
	90650	138.14
	90651	175.03
<b>Medicine - Hydration, diagnostic injections/infusions, chemo</b>		
	96372	18.98
<b>Medical nutrition therapy</b>		
	97802	26.73
	97803	22.99
	97804	12.03
<b>Medicine - Special services, procedures, and reports</b>		
	99000	9.30
	99078	29.40
<b>Behavioral change interventions, individual</b>		
	99406	11.18
	99407	21.82
<b>HCPCS A Codes - Supplies</b>		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
<b>HCPCS H Codes - Rehabilitative services</b>		
	H1010	12.30

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>HCPCS J Codes - Drugs other than oral</b>		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
<b>HCPSC S Codes - Private payer codes</b>		
	S4993	19.42
	S5000	5.90
<b>Office or Other Outpatient Services</b>		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
<b>Evaluation and Management</b>		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
<b>Preventive Medicine</b>		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Breast Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00400	
<b>Surgery - General</b>		
	10022	90.21
<b>Surgery - Integumentary system</b>		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
<b>Radiology - Diagnostic imaging</b>		
	71010	22.05
	71020	28.74
	76098	17.04
<b>Radiology - Diagnostic ultrasound</b>		
	76641	91.69
	76642	84.20
	76942	163.86
<b>Radiology - Breast mammography</b>		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Cervical Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00940	18.42
<b>Surgery - Female genital system</b>		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
<b>Radiology - Diagnostic imaging</b>		
	71010	18.71
	71020	24.32



<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Cytopathology</b>		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Medicine - Psychiatry</b>		
	90791	113.91
	90792	113.91
<b>Problem-Focused Gynecological Services</b>		
<b>Surgery - Female genital system</b>		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

<b>Other Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Laboratory Services</b>		
<b>Radiology - Diagnostic ultrasound</b>		
	76700	96.28
	76705	96.28
	76770	96.28
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
<b>Pathology &amp; Lab - Chemistry</b>		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
<b>Pathology &amp; Lab - Immunology</b>		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
<b>Pathology &amp; Lab - Transfusion medicine</b>		
	86885	8.05
<b>Pathology &amp; Lab - Microbiology</b>		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
<b>Pathology &amp; Lab - Cytopathology</b>		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
<b>Pathology &amp; Lab - Pulmonary</b>		
	94760	2.41
<b>HCPJCS J Codes - Drugs other than oral</b>		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

<b>Immunizations and Vaccinations</b>		
<b>Procedure Groupings</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Medicine - Immunization administration</b>		

	90460	8.00
	90471	7.84
	90472	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

## Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC  
VERSION 2.12 -- HTV

Note: Appendix B not numbered  
in accordance with  
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of



such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

#### **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

#### **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO



or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

### **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

### **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

### **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

#### **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

#### **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

#### **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

#### **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

#### **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

#### **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

#### **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

#### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

#### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

#### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

#### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

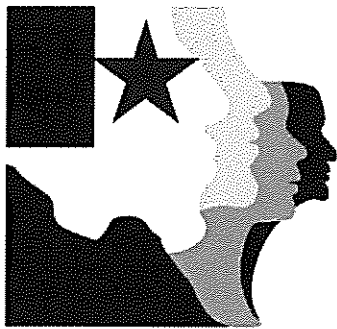
## Appendix C: HHSC Special Conditions Version 1.0



HHSC Special  
Conditions 1.0.pdf



Note: Appendix C not  
numbered in accordance  
with Open Enrollment



# TEXAS

## Health and Human Services Commission

Health and Human Services Commission  
Special Conditions  
Version 1.0

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## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

#### **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

#### **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

#### **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

#### **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

### **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

#### **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

#### **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from



performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## **ARTICLE VI. AMENDMENTS AND MODIFICATIONS**

### **6.01 Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### **6.02 Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### **6.03 Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## **ARTICLE VII. AUDITS AND RECORDS**

### **7.01 Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

#### **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

### **ARTICLE VIII. PAYMENT**

#### **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

#### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

#### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

### **ARTICLE XI. DAMAGES**

#### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

#### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## **ARTICLE XII. TURNOVER**

### **12.01 Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### **12.02 Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.



#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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## Appendix D: Healthy Texas Women Certification

**Legal Business Name  
of Applicant:** \_\_\_\_\_

This certification pertains to the following billing or performing provider:

Provider Name \_\_\_\_\_  
Federal Tax ID Number \_\_\_\_\_ NPI  
Number \_\_\_\_\_

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Provider's primary physical address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is \_\_\_\_\_. I am the provider or, if the provider is an organization, I am the provider's (title or position) \_\_\_\_\_. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification \_\_\_\_\_ through 12/31/ \_\_\_\_\_

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix E: Women at or Below 200% FPL

### Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

#### Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 1**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
<b>HSR 1 Total</b>	<b>159,586</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance Estimates  
2013**

**Health Service Region - 2**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
<b>HSR 2 Total</b>	<b>96,222</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 3**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
<b>HSR 3 Total</b>	<b>1,179,889</b>	<b>100%</b>

1. Women at or under 200% FPL according to the U.S.  
Census Bureau's 2013 Small Area Health Insurance  
Estimates (SAHIE) model.

**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 4**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
<b>HSR 4 Total</b>	<b>203,866</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL**  
**From Census Small Area Health Insurance**  
**Estimates 2013 Health Service Region - 5**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
<b>HSR 5 Total</b>	<b>141,350</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

## Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates  
2013

### Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
<b>HSR 6 Total</b>	<b>1,111,372</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 7**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
<b>HSR 7 Total</b>	<b>523,803</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 8**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
<b>HSR 8 Total</b>	<b>500,004</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

## Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates  
2013

### Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
<b>HSR 9</b>	<b>98,785</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance**

**Estimates 2013 Health Service Region - 10**

<b>COUNTY</b>	<b>Women at or Below 200 %</b>	<b>% by County</b>
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
<b>HSR 10 Total</b>	<b>209,231</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL  
From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 11**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
<b>HSR 11 Total</b>	<b>574,151</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

# **Attachment B – Contractor’s Revised Program Forms**

## FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of  
Respondent:

City of Laredo Health Department

### Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	\$405,010
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### Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Proposed Number of Clinical Clients to be Served:</b>	350
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## FORM I: WORK PLAN

Legal Business Name of

Respondent:

City of Laredo Health Department

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1. Reference the instructions on Form I - Work Plan Guidelines.
  2. Respondent must not exceed 4 pages per program component, for a total of 20 pages.
- 

### **Program Component 1 Program Administration and Management**

**A. Services** The following services will be provided:

Primary Care and Preventive health, medical, counseling, breast and cervical cancer screenings, family planning, women's health services, emergency medical services, diagnostic testing, STD services, immunizations and educational services for low income Laredo women to achieve optimal reproductive and general health. Specifically, we will provide physical & medical exams, women's health exams, pregnancy tests, A1C, BMI, BP, and glucose testing and screenings and other preventive diagnostic and laboratory testing as needed for the medical exam (thyroid screening, CBC, lipid panel). In addition, pelvic exams, trans- vaginal sonogram, contraceptive services, STD-HIV screening, immunizations, cervical dysplasia treatment, mammograms for appropriate ages, health education, medical case management and behavioral health screening and counseling.

**B. Priority population:** The priority population is the uninsured and low income (200% FPL) women 15-44 years old. This target population for the most part resides in central and south Laredo, does not access health care readily and is high risk and at times uses the emergency room for primary care or waits until there is an acute health issue.

The diverse population in income levels and social economic levels is part of the population serviced and all are served in an appropriate bilingual manner. Most of the clinic clients prefer Spanish as their language of choice. All staff is bilingual in English and Spanish meeting the needs of our predominantly Latino population. Written educational material information is available in both languages. Skill assessment tools, provided by the program and administration, are used to assess the cultural and language sensitivity. An independent interpreter is under contract to the CLHD for those clients who need sign language interpretation. If the client is visually impaired, the communication is done orally or in Braille. Local Texas A&M staff is available for other languages. In addition, the Supervisor also gauges and monitors communication both written and oral to assure good communication, learning and information sharing with clients. The HTW clinic operates Monday thru Friday, from 8am to 5pm, and evening clinics. Local bus transportation "EL Metro", including bus service for the physically impaired "EL Lift," is readily accessible with hourly stops at the CLHD. It also provides routes to social service agencies, local hospitals, and other medical facilities.

**C. Organizational workforce:** The workforce is the appropriate staff that operates clinical and preventive health care for women. This includes 1) clerks for registration, eligibility, and entitlement support, 2) medical assistants for screening, vitals and provider care assistance, 3) licensed vocational nurses for triage, screening, patient preparation, initial medical intake, immunizations, education and existing, 4) midlevel provider (nurse practitioner or physician assistant) to provide medical/clinical and health care exams, triaging, diagnostic services, family planning, counseling, immunizations and treatment, 5) Physician for the oversight and prescriptive authority of the midlevel, as well to consult and see patients for medical care as well and to review SOPS and delegation orders, 6) case workers for social services and patient compliance management, 7) promotores (health educators) for patient education, a nutritionist forms part of the team to assure

healthier choices and disease self management in coordination with nurse, health educator and case manager, outreach staff to follow-up and assure patient stays in the continuum of care, keeps appointment and helps patient understand care, and provides reminders to keep appointments, 8) administration for technical assistance, compliance and monitoring, 9) QPI actions by clinic supervisor and the CLHD PRC who will provide feedback for quality improvement and any corrective actions, plans, 10) budget and grant (BG) staff will have oversight of the budget responsibilities, costs analysis and expenditure monitoring and 11) the administration will have oversight of performance measures, grant compliance, legal issues as well daily operations and support (maintenance, safety, human resources).

**D. Institutional Review Board:** none applicable

**E. Organizational chart:** attached

**F. Job descriptions:** attached

**G. Design, implement, and monitor the HTW program budget:** The HTW budget is designed based on the need to serve uncompensated women's patient care clinic services. 40% of the Laredo population is uninsured based on our 2011 health care needs assessment and on our clinic figures of uncompensated care for indigent and uninsured women. Currently our title V program was funded to serve 454 persons; in the first six months of the FY we have already served 654 patients and 150 are in a waiting list, the budget was done to meet the needs of the additional 300 patients that need care and an additional 50 for a total of 350 patients to be served. The budget is therefore based on current services patient needs and the costs and expenditures to serve them in a quality manner. These expenditures are not covered through other clinic programs, which include COL general fund and the 1115 waiver. The main budget under this program is the cost reimbursement component. The budget has been developed by CLHD program, clinic, BG staff to provide services under the cost reimbursement component of the HTW program. Services under this proposal are directly related to services limited to the HTW program. Our experienced BG staff as well clinic staff has over 30 years experience in managing the program performance, fiscal, budget, and procurement for clinic services, diagnostic and laboratory services and patient care. Through clinic level monitoring of costs, expenditures and clinic services we are able to assure budget compliance. Under the oversight of CLHD BG they as well monitor and auditing budget compliance. The COL finance, budget and internal audit services also conduct monitoring of the budget expenses, any revenues, and procurement to assure compliance of performance measures and allowable costs and expenditures. will be carefully reviewed, monitored, and revised as necessary to assure program compliance.

## **Program Component 2- Quality Assurance/Quality Improvement**

The purpose of the CLHD's Quality Assurance (QA) Plan is to provide a systematic approach to quality assurance, safety, customer service and continuous quality care improvement, it does this through routine staff monitoring and evaluation of services, self audits and reviews of patient charts, SOPS, SDOs, clinic protocols and to assure compliance for quality health care and performance measures and to provide recommendations on improvement as well for corrective action to assure fulfillment of the mission, objectives, and program performance standards of the health department. In addition the PRC subcommittees meet and review infection control, peer review, policies and programs, SDOs, SOPS, record keeping, credentialing, customer service, safety, personnel development and training, confidentiality and HIPPA compliance, fiscal management and clinical care. The Quality Management Committee (Professional Review Committee) includes key CLHD leadership: the Health Director, Division Chiefs,

and the Medical Director. The QMC meets annually reviews and approves the quality work plan for CLHD. The PRC committee meets on a quarterly basis with the Medical Director who reports to the Health Authority and the Department Director who will report appropriately and as necessary to City Management.

Six PRC subcommittees meet quarterly and on an as needed basis to perform audits, review program operations, and implement monitoring systems to identify areas of improvement. The subcommittees are: patient care and prevention services, epidemiology and disease control, environmental health services, public health promotion/nutrition, laboratory and allied health services, administration, and the Medical Director or the designee and the Department Director. If a need is identified, the PRC subcommittee determines a corrective action plan addressing how improvement will be attained and the realistic time frame to meet the goal which is then presented to the PRC for approval or revision.

A PRC subcommittee monitors client satisfaction surveys and reviews feedback with supervisory staff during management meetings. Clients are encouraged to fill out surveys which are readily available in the waiting area and deposited in locked boxes. Clients are advised that information provided is strictly confidential and anonymous. The form is short and user-friendly, in English and Spanish. The Personnel, Credentialing, Patient Satisfaction & Grievance (PCPSG) Subcommittee provides feedback to the PRC on a quarterly basis. Outcomes are also reviewed with supervisory staff during monthly management meetings. Client suggestion boxes are reviewed weekly by the department administrative assistant and reviewed by the Director and shared with the Subcommittee for recommendations on key findings.

Adverse outcomes are monitored on clinic services through incident reports, chart audits, client complaints. Tools and forms used include: accident and incident reports with guidance from an Accident/Incident Report and Investigation Policy and an Accident/Incident Analysis Policy. Performance and outcome audits are prepared by PRC subcommittees including results and recommendations on clinical indicators, clinical care, policies and procedures on a quarterly basis.

To support operations, assure quality care and management Standing Delegation Orders (SDOs), Standard Operating Procedures (SOPs), Infection Control Policies, FP Services, FP Contraception Guides, Riders, and Women's Support guides are developed, displayed if appropriate, updated (yearly and/or as needed) and reviewed by the Professional Review Committee (QM/PRC) and medical committee. SDOs are signed by medical director and appropriate staff.

### **Program Component 3- Professional Development**

We support and require continuous training and education for all staff formally and informally. All professional and nursing staff must keep up with their CEUs for their license and for their continuous improvement to assure quality health care. All clerical and medical assistants must also continue training on program, clinical, administrative eligibility and registration requirements. Staff are also trained on new procedures both clinical and administratively by the supervisor, clinician and BG staff to assure program requirements are learned and understood. Clinicians have to revise and update SOPS, SDOS, and protocols and conduct training for all staff on the revisions and changes for care and for operations. Professional staff also must attend any training and orientation sessions that the funding source may require as well attend any clinical updates on women's health, FP, primary care and preventive care to keep up with care changes and updates. As a department we also provide safety, confidentiality, HIPPA, infection control,

and emergency response training to all staff 4 times a year where all staff are required to attend. At the program level supervisors are required to hold monthly trainings on program performance measures and contract deliverables, health record management, changes in programming, infection control, customer service and auditing. The PRC also provides guidance and recommends training for professional staff and non professional staff based on any CAP, findings, peer review, customer service surveys. Finally the COL promotes formal training in higher education and for professional development of staff and allow for time to do this. COL also provides ongoing professional development for all city staff on CPR, safety, driving, behavioral health and provides all staff an opportunity to participate in the city wellness services. Finally to further assure staff are appropriately trained we also listen to webinars and use other social media training tools. Specific staff to attend any required training by HHSC on this project and to up keep quality care standards are Michelle Gonzalez, WNP and Alamar Gutierrez, LVN III.

#### **Program Component 4-Recruitment**

The CLHD has for more than 30 years has provided competent community based outreach, in-reach to other health department programs and provided education to the at risk and low income target population to access health care, stay in care and understand their care. Using evidence based proven methods that in time have only gotten better, and more efficient i.e outreach, social media, texting, operated assisted phone calls to remind of appointments and sending out reminder cards about their care, appointment and services have all been use. Recently we are testing webbased and texting notices to recruit patients especially for early detection and all of these methods will be used. A new initiative a partnership with Texas AM International in Laredo and Methodist Health Care Ministries will use the first year nursing school students to outreach for patient recruitment and to keep appointments and stay in the continuum of care. We will also use traditional print media (news media) and radio as well integrate social media. The outreach will done both by outreach workers (promotores) and first year nursing students. Outreach will be done at community centers, HHSC offices, through the independent school districts, and through more than 40 partner agencies that form the Laredo health Coalition (LHC). The in-reach is conducted through all of the health department's programs, like maternity, family planning, title V La Familia Clinic, Nurse Family Partnership, TB Clinic, Laboratory Services, Dental Services, Epidemiology, WIC, and Environmental Health Services. The CLHD counts with an education department headed by Dr. Erika M. Juarez. Under her direction, the CLHD is engaged with the community by providing ongoing chronic disease prevention and control, reproductive health, family planning, and overall public health classes in schools, hospitals, non for profit organizations, as well as, for profit organizations.

#### **Program Component 5- Long Acting Reversible Contraception (LARC) Usage**

Our Family Planning Clinic is opened 5 days a week, Monday through Friday with Monday, every third and fourth Tuesday of the month as evening clinics. We don't refer services for LARMC. The following LARMC methods are currently provided:

- Paragard (IUD)
- Mirena (IUD)
- Nexplanon (implant)
- Depot Provera



All patients are provide health education on their care, preventive care screening services and annual check-up. In particular for FP all are educated on all methods, given an exam to decide the best fit method for them. A target priority has been to promote and use LARCs. We educate our clients one to one with nurses, and or the WNP on LARCS. Further outreach for FP and LARCS is done at health fairs, local presentations, school symposiums, Womens health centers, community centers and the local Health Coalition (LHC). Specific efforts are done to reach the adolescent population through actions stated and through the PEP program, through first time mothers Nurse Family Partnership, the LHC, by visiting external agencies like the job corps, and Customs Border Protection. We also receive in house referrals from internal programs, such as, WIC, NFP, Primary Care, STD Clinic, Immunizations, HIV, TB, Lab, Dental, and Epidemiology. Staff have been trained several times and this is continuous on LARCs to have well trained staff provide this information to patients. Through our STD clinic and HIV services we also conduct education and promotion of LARC use. We also do our LARC community education through our social media page, news paper, and television. The educational, outreach and counseling services offered include information on the general benefits of family planning services, education on reproductive anatomy and physiology, incorporating an overview of available contraceptive methods including LARC use, abstinence, method specific education/counseling, pre-conceptual counseling, and social services. Special efforts have been made to promote LARC use also in the drug court as well job corp and other at risk services agencies. Our professional development for staff to learn about LARC use and administer LARCS includes professional training with local and departmental ob-gyns, courses provided by the University of Texas Health Science Center San Antonio (UTHSCSA), Womens Health and Family Planning Association of Texas (WHFPT) title X training services, TDSHS trainings, Texas Campaign and Baylor School of Medicine.

## FORM I: WORK PLAN

<b>Program Component A</b> <b>Program Administration and Management</b>				
<b>Goals: To provide quality HTW services to eligible clients.</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
Provide registration, eligibility and entitlement screening for 350 HTW.	Make appointment, and provide administrative, as well as, medical screening for low income women within the ages of 15-44. Screen for any potential entitlement service and train staff	100% of the women served are 200% FPL or below, not pregnant and qualify for services.	Reception clerks, nurse supervisor and entitlement clerks , GB staff	On going until Aug 31, 2017
----- Assure adequate clinic staff are available	----- W.N.P., LVN, MA, and clerks under HTW	----- 100% of the staff on board.	----- Director-Associate Director of Department	----- On going until Aug 31, 2017
Assure all clinic materials, medical, office supplies, laboratory services, screening tools, vital signs equipment, exam equipment and EHR is available	Order needed supplies and equipment, keep inventory, stock and train staff	Order 30 days supplies to begin the program	Primary care clerk supervisor. lead clerk, GB staff	On going until Aug 31, 2017
The following services will be provided: Preventive health, medical, counseling, breast and cervical cancer screenings, family planning,	Physical & medical, women's health exams, pregnancy test, A1C, BMI, BP, and glucose. In addition, pelvic exam, trans-vaginal	There will be 100% annual examinations for new enrollees, and 100% follow-up, and education for abnormal results.	WN.P., LVN, MAs, and contract physicians. Referral physicians and specialists, pathology and diagnostics services	On going until Aug 31, 2017

emergency medical services, diagnostic testing, and educational services for low income Texas women to achieve optimal reproductive and general health.	sonogram, contraceptive services, STD-HIV screening, immunizations, cervical dysplasia treatment, mammograms for appropriate ages, Thyroid screening, CBC, lipid panel, nutrition, dental and behavioral health screening.		professionals.	
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## FORM I: WORK PLAN

### Program Component B Quality Assurance/Quality Improvement

**Goals: To assure staff is competent, and have current licensure to provide the best quality service.**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
Assure all registered MAs, LVNs, and Nurse Practitioner are currently credentialed certified/licensed and trained	A copy of the professional license/cert. is maintained with CLHD Administration, CEUS are obtained and peer review is done, SDOS, SOPS and clinic protocols are revised, reviewed and updated and/or corrected if needed	100% of the professional staff is currently licensed, trained, evaluated and participate in CQI.	Primary Care Nurse Supervisor, PRC	Ongoing-till end of grant period
Ensure registered LVNs, and nurse practitioner have liability insurance	A copy of the liability insurance is maintained in the CLHD Administration file.	100% of the professional staff has liability insurance	Primary Care Nurse Supervisor, PRC	Ongoing-till end of grant period
One member of the Primary Care HTW team attends Peer Review Committee (PRC) for customer service, peer review, medical review, infection control	Attends quarterly meetings	Attends 100% of the time	Designated Primary Care staff, PRC and GB	August 31, 2017
Obtains feedback on clinic performance	Obtains customer satisfaction surveys from HTW clients,	Quarterly	Clerk supervisor, WNP, PRC	August 31, 2017

from customers and peer review	medical review team and developed CAP and revised services and actions as appropriate			
Medical Director reviews medical charts	Reviews 10% of the patient charts quarterly by nursing team and WNP's	90% of the time	Medical Director	August 31, 2017
Review medical record	10 medical charts per quarter	Quarterly	Nurse supervisor	August 31, 2017

**FORM I: WORK PLAN****Program Component C  
Professional Development****Goals: To ensure staff is updated, and current in the latest medical procedures.**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
Bi-lingual culturally appropriate and quality services are provided	Staff trained on program, performance measures and other program deliverables and are bi-lingual Spanish, and English	Bi-lingual services are provided 100% of the time	All staff, GB, PRC	August 31, 2017
Identify staff that will attend professional trainings for QPI and required HHSC trainings	Staff attends in-house and out of town training, webinars, webcast, travel to specialty services, train with local physicians and services	N.P, and Nurse Supervisor attends trainings	Primary Care Nurse Supervisor	August 31, 2017
Staff attends first aid, CPR, AED, LARC, clinical and women's health updates and training as well safety.	WN.P., LVNs, MAs are trained and certified Clerks as well for CPR	100% of the staff is trained with current certification	Primary Care Nurse Supervisor, WNP, Associate /director	On going

**FORM I: WORK PLAN****Program Component D  
Recruitment****Goals: To maximize participants into HTW program, improving women's health**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
HTW program is promoted to attract maximum number of participants for women's health, LARC, preventive care, early detection and screening services	Promote opening of the clinic and on going through public news release, print media, radio, social media and through outreach using promotores and first year nursing students, rotary phones messages, texting and postcards reminders, messages through partners and LHC	Number and Actual media and print releases, contacts, letters, messages, texts, radio announcements At the beginning of the clinic opening and and at midyear with a community update	CLHD Health Educator and Director,	February 2017
HTW is promoted through social media	Social media page is monitored, and answers are provided	All inquires are answered	CLHD Admin Assistant II and CLHD IT	On going
HTW promotion through the Laredo Health Coalition	A flyer is disseminated through the 40 plus member Health Coalition with biannual updates	Opening flyer and one midyear update flyer	CLHD Health Educator	February 2017
In house promotion	Disseminate HTW flyer to every customer within Primary Care, and NFP	At least 50% of the clients receive the flyer	Clinic clerks	On going

## FORM I: WORK PLAN

### Program Component E LARC Usage

**Goals: To assure the most efficient, and appropriate LARMC for each client.**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
All methods of FP are promoted in particular abstinence, condom use and LARCS	WNP, Nurse, and or MA explains the use of methods, condom use, abstinence and LARCS to new clients	100% of new clients are educated, FP method provided with 30% using LARCS	WNP, Nurse and MA	On going
Medical assessment and LARC method use	Every new patient undergoes a medical exam and FP and LARC use methods explained, offered and provided	100% of the new patients receive a medical exam and FP method provided targeting 30% LARC use	Nurse Practitioner	On going
Laboratory Services	Every new patient receives laboratory services	100% of the new patients receive laboratory services	Nurse Practitioner , LVN and MOA And lab staff	On going
LARMC Inventory is maintained	All LARMC is procured before start of contract	Enough LARMC supplies are maintained to serve at least 25% of the new patients if needed	clerk and MOA	On going
Ensure a diversity of LARMC supplies	Ensure enough quantities of Paragard, Mirena, Nexplanon, and		WNP, supervisor and clerk	On going



	Depot Provera are maintained based on historical demand			
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# **Attachment C – Contractor’s Revised Budget**

## General Instructions for Completing Budget Forms

In preparing the budget, you must budget all costs that your organization will incur in carrying out the Healthy Texas Women Program. Instructions for completing the budget template follow:

- \* Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on the budget summary page. Doing so will populate the budget category detail templates with the organization's name.
- \*

Complete each budget category detail template. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget templates at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.

- \* After you complete each budget category detail template, go to the Budget Summary.
- \* Distribute the total amount in column 1 in each budget category manually among the various funding sources (columns 2 through 6).
- \* Refer to the table below the budget template table to verify that the amounts distributed (Distribution Total) in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.
- \* Fill all budget forms out in **WHOLE DOLLARS**.

## FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

City of Laredo Health Department

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$145,702	\$134,047	\$11,655
B. Fringe Benefits	\$76,205	\$66,654	\$9,551
C. Travel	\$2,000	\$0	\$2,000
D. Equipment	\$0	\$0	\$0
E. Supplies	\$67,052	\$0	\$67,052
F. Contractual	\$102,901	\$0	\$102,901
G. Other	\$11,150	\$0	\$11,150
H. Total Direct Costs	\$405,010	\$200,701	\$204,309
I. Indirect Costs	\$0	\$0	\$0
J. Total (Sum of H and I)	\$405,010	\$200,701	\$204,309

**NOTE:** The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$145,702	\$145,702	Fringe Benefits	\$76,205	\$76,205
	Travel	\$2,000	\$2,000	Equipment	\$0	\$0
	Supplies	\$67,052	\$67,052	Contractual	\$102,901	\$102,901
	Other	\$11,150	\$11,150	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$405,010</b>	<b>Budget Total</b>	<b>\$405,010</b>
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List any budget assumptions below:

## FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

City of Laredo Health Department

<b>PERSONNEL</b>				Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's				
Nurse Practitioner (P)	Y	The N.P. will perform a comprehensive medical women's health exam of all women enrolled in the HTW program. This will include the all necessary laboratory test, and or radiology referral as per program goals, and objectives. The N.P. will further prescribe medication to the HTW patient within the limits of his/her scope as necessary. Consults with physician as necessary. Appropriate patient follow-up will be conducted as necessary. N.P. completes necessary electronic medical record history to include lab, and pharmaceuticals. Responsible for maintaining a current N.P. license, and liability insurance.	1	License	\$7,640.66	12	\$91,688

Caseworker (P)	Y	Attends to the psycho-social support needs of the patient. This includes assuring a behavioral risk assessment perform, and that patient has access to all medical, and support services. This includes enrolling patient in the "OBAMA Care," Medicaid, Medicare, SNAP, TANF, and other programs. Caseworkers offer valuable support and assistance to people in need. They might help clients with concrete needs, like housing or food, or help them apply for social services. They often work with people who are unable to care for themselves or their families because of mental or physical illness or disability. The case worker attends to well being of the HTW patient, helping the HTW patient identify his or hers psycho-social needs, in order to seek out the appropriate support program for the patient.	1	NA	\$2,735.33	12	\$32,824
							\$0

Clerk III (P)	Y	Screens patient for eligibility into the HTW program. Schedules first, and follow-up appointments for patients. Provides pre-prepared HTW educational flyer during patient encounter. Directs, and guides patient to appropriate medical services. Prepares correspondence and reports pertaining to the HTW program, and the City of Laredo. Prepares requisitions, purchase orders, program budget transfers as necessary, and maintains an efficient smooth budget, and logistics for the HTW program. Supervises other clerks as necessary. Ensure clinic staff never run out of medical supplies, and that all equipment needing calibration is maintained current. Acts as HTW safety person to minimized any risk to patients, and staff.	1	NA	\$1,765.83	12	\$21,190
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
					SalaryWage Total		\$145,702

## FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

City of Laredo Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
TBA - HTW Program Training	For staff to attend an HTW Program training pending to be announced.	Austin, TX	3/2	Mileage	
				Airfare	
				Meals	\$295
				Lodging	\$311
				Other Costs	\$287
				<b>Total</b>	<b>\$893</b>
IUDs and Implants: Improving Woment's Access	For Nurse Practitioner to attend a training on IUDs and Implants to be tentatively held in Dallas, TX	Dallas, TX	2/1	Mileage	
				Airfare	\$600
				Meals	\$112
				Lodging	\$200
				Other Costs	\$195
				<b>Total</b>	<b>\$1,107</b>
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	<b>\$0</b>
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	<b>\$0</b>
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

**Total for Conference / Workshop Travel**

**\$2,000**

Revised: 7/6/2009



**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel Other / Local Travel Costs: Conference / Workshop Travel Costs: Total Travel Costs: 

Indicate Policy Used:

Respondent's Travel Policy ☒State of Texas Travel Policy ☐

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category  
Detail Form**

**Legal Name of Respondent:**

**City of Laredo Health Department**

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

**Total Amount Requested for Equipment:**

**\$0**

## FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

City of Laredo Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
Office Supplies	To purchase general office supplies such as pens, copy paper, manilla folders, dividers, labels, etc. needed by the project.	\$4,000
Computer Supplies (Tablets 4 x \$2,518 = \$10,072)	To purchase four tablets for staff to be able to produce documents, enter data and prepare reports required by the program.	\$10,072
Computer Supplies (Printers 4 x \$688 = \$2,752)	To purchase four printers for staff to be able to print reports, forms, and any other documents required by the program.	\$2,752
Computer Supplies (4 sets of licenses for tablets)	To purchase MSOffice licenses and Internet/Email licenses for the four tablets requested.	\$1,628
Medical Supplies	To purchase general medical supplies such as cotton balls, alcohol swabs, band aids, protective gloves, etc. needed to perform services to eligible clients.	\$3,000
Minor Tools (3 phones @ \$200 ea = \$600)	To purchase 3 telephone sets for staff needed to conduct program business calls needed.	\$600
Pharmaceuticals	To purchase contraceptives for the family planning component of the program as well as vaccines such as Tdap, Flu and HPV for prevention of eligible clients.	\$45,000
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

**\$67,052**

Revised: 7/6/2009

## FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: City of Laredo Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Quest Diagnostics, Inc.	Laboratory Services	To provide laboratory services to eligible clients.	Monthly	12	\$3,075.08	\$36,901
Laredo Medical Center	Diagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$1,666.66	\$20,000
Radiology Clinics of Laredo	Diagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$1,666.66	\$20,000
Victor Treviño, M.D.	Medical Services	To provide medical services such as follow-ups to abnormal pap smears, physical exams and family planning methods.	Monthly	12	\$666.66	\$8,000
Carlos Cruz, Jr., M.D.	Medical Services	To provide medical services such as follow-ups to abnormal pap smears, physical exams and family planning methods.	Monthly	12	\$666.66	\$8,000
Gary Unzeitig, M.D.	Medical Services	To provide medical services such as follow-ups to abnormal pap smears, physical exams and family planning methods.	Monthly	12	\$833.33	\$10,000
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

**\$102,901**

## FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

City of Laredo Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Communication	To cover monthly cost for phone, long distance service and cell phone service generated by the program.	\$3,500
Liability Insurance	To cover Liability Insurance cost for the Nurse Practitioner to be able to provide services to eligible clients of the program.	\$1,350
I-Net	Funds will be used to cover Internet and email services utilized by staff under the program.	\$5,800
Postage	To cover monthly cost for postage and overnight correspondence incurred by the program.	\$500
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

**\$11,150**

## FORM F - 7 Indirect Costs

Legal Name of Respondent:

City of Laredo Health Department

Total amount of indirect costs allocable to the project:

Amount:

\$0

Indirect costs are based on (mark the statement that is applicable):

\_\_\_\_\_  
The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE:

BASE:

\_\_\_\_\_  
***Applies only to governmental entities***. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:

TYPE:

BASE:

GO TO PAGE 2 (below)

## Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

## **SUPPLEMENTAL FORMS INSTRUCTIONS**

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental  
Form F-2 Travel Supplemental  
Form F-3 Equipment Supplemental  
Form F-4 Supplies Supplemental  
Form F-5 Contractual Supplemental  
Form F-6 Other Supplemental



## FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

City of Laredo Health Department

<b>PERSONNEL</b>	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
SalaryWage Total							\$0

## FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

City of Laredo Health Department

<b>PERSONNEL</b>	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
SalaryWage Total							\$0

## FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

City of Laredo Health Department

### Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0

Total for Conference / Workshop Travel

\$0

### Other / Local Travel Costs

Revised: 7/6/2009

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

**Total for Other / Local Travel**

**\$0**

**Other / Local Travel Costs:** **\$0**

**Conference / Workshop Travel Costs:** **\$0**

**Total Travel Costs:**

**\$0**

## FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

City of Laredo Health Department

### Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0

Total for Conference / Workshop Travel

\$0

### Other / Local Travel Costs

Revised: 7/6/2009

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

**Total for Other / Local Travel**

**\$0**

**Other / Local Travel Costs:** **\$0**

**Conference / Workshop Travel Costs:** **\$0**

**Total Travel Costs:**

**\$0**

# **FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category** **Detail Form (Supplemental)**

Legal Name of Respondent:

City of Laredo Health Department

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

**\$0**

# **FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category** **Detail Form (Supplemental)**

Legal Name of Respondent:

City of Laredo Health Department

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

**\$0**



## FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

City of Laredo Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

## FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

City of Laredo Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

## FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

**Legal Name of Respondent:** City of Laredo Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show cost. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

[illegible]

**Total Amount Requested for CONTRACTUAL:**

--

ntractors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

	\$0
--	-----

## FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

**Legal Name of Respondent:** City of Laredo Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show cost. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

[illegible]

**Total Amount Requested for CONTRACTUAL:**

--

ntractors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

	\$0
--	-----

## FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

City of Laredo Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

## FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

City of Laredo Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0



# **Attachment D – Contractor's Original Application**



## Laredo Active Living



City of Laredo Health Department



**Public Health**  
Prevent. Promote. Protect.

2600 Cedar Ave., P.O. Box 2337, Laredo, TX 78044  
Tel. (956) 795-4900 Fax. (956) 726-2632

Hector F. Gonzalez, M.D., M.P.H.  
Director of Health

April 29, 2016

Mahsa Azadi, Procurement Project Manager  
HHSC Procurement and Contracting Services Division  
Health and Human Services Commission  
1100 West 49<sup>th</sup> Street MC 2020  
Service Building (Building S)  
Austin, TX 78756

Ref: RFP# 529-16-0094

Enclosed is the City of Laredo Health Department's application in response to the RFP for Healthy Texas Women (HTW). Our proposed budget request is for the fourteen (14) month project and budget period of July 1, 2016 thru August 31, 2017, in the amount of \$426,326.

If you have any questions or require additional information, please feel free to contact me at (956) 795-4920; email: [hgonzalez@ci.laredo.tx.us](mailto:hgonzalez@ci.laredo.tx.us) or Waldo Lopez at (956) 795-4921, email: [wlopez@ci.laredo.tx.us](mailto:wlopez@ci.laredo.tx.us).

Thank you for your continued support and assistance.

Sincerely,

Hector F. Gonzalez, M.D., M.P.H.  
Health Director

HFG/MBG:rm

**Executive Summary**

The City of Laredo Health Department (CLHD) is submitting a request to the Healthy Texas Women (HTW) program to increase capacity and health care access to women under the 200% of poverty. This is critically important as Laredo is a HPSA and MUA designated by the Texas Department of State Health Services and HRSA. In addition women don't access early detection and preventive care as per our 2011 CDC sponsored community health assessment as 40% of the population is uninsured (35% go to Mexico for Health Care, 33% get dental and pharmacy services as well in Mexico).

Through our current Title V program we are funded to see about 300 women we have already seen over 500 and in our Title X program we were funded to provide care for 900 women, in 2015 we provided women's health services to almost 1600 women. Through the HTW services we will increase health care access to Women's Health and Family Planning Services in order to prevent unintended pregnancies, affect healthier outcomes of mother and child and of future pregnancies, affect wellness and positive outcomes of women and their families and we can prevent acute and chronic complications and preventable hospitalizations. Finally early detection, screening and preventive services such as annual checkups, immunizations, breast exams, pap smears, blood pressure and glucose checks will improve healthier outcomes for women.

An emerging health care concern is gestational diabetes and eclampsia therefore early detection women's health services will also address chronic disease in particular diabetes and cardiovascular disease, both, of which impact women's health adversely and their future pregnancies. Through the HTW we can assure that women have access to important preventive health care measures such as primary and preventive health/ medical care, counseling, breast and cervical cancer screenings, family planning, women's health services, emergency medical services, diagnostic testing, STD services, immunizations and educational services for low income Laredo women to achieve optimal reproductive and general health. Specifically, more access for women's medical and health exams, pregnancy tests, A1C, BMI, BP, and glucose testing and screenings and other preventive diagnostic and laboratory testing as needed for the medical exam (thyroid screening, CBC, lipid panel). In addition, pelvic exams, trans- vaginal sonogram, contraceptive services, STD-HIV screening, immunizations, cervical dysplasia treatment, mammograms for appropriate ages, health education, medical case management and behavioral health screening and counseling.

All women's health services will be provided a professional, quality and culturally appropriate staff with all procedures, SDOs, protocols developed by an expert medical and social services support team. The team includes a medical director, NFP, nursing, case management and health education staff. All are part of the CLHD continuous quality improvement process that address care, customer service, training, process and care improvement and who conduct self audits and develop corrective actions plans if needed (routine staff monitoring and evaluation of services, self audits and reviews of patient charts, SOPS, SDOs, clinic protocols and to assure compliance for quality health care and performance measures and to provide recommendations on improvement) to assure fulfillment of the mission, objectives, and program performance standards of the health department.

## **City of Laredo Health Department**

The program will also be supported by the CLHD and the City of Laredo (COL) budget and grants, finance, budget, procurement and legal to assure appropriate fiscal, budget, and operations management and compliance of performance measures and procedures of the HTW program. Continuous training and education for all staff formally and informally will also be conducted on HTW program requirements and on patient care especially on family planning (LARC) and women's health services. All professional and nursing staff will maintain appropriate CEUs for their license and for their continuous improvement to assure quality health care. All clerical and medical assistants must also continue training on program, clinical, administrative eligibility and registration requirements. Clinicians will revise and update SOPS, SDOS, and protocols and conduct training for all staff on the revisions and changes for care and for operations yearly.

All HTW patients will also get social services support, entitlement screening and enrollment if they qualify (Medicaid, Medicaid, SNAP, WIC, ACA), behavioral health screening, disease self management (healthier cooking nutrition, peer support, and physical activity) and referral for specialty diagnostic care. Outreach and education for recruitment and health care access understanding improvement for early detection and preventive women's health care access will be done at community centers, HHSC offices, through the independent school districts, and through the more than 40 partner agencies that form the Laredo Health Coalition (LHC). The in-reach is conducted through all of the health department's programs, like maternity, family planning, Title V, Title X, Nurse Family Partnership, Dental Services and WIC. Promotores (health outreach) will be used to assist with education recruitment but as well social media, print media and radio will be used as venues to make the public aware of HTW services. The nursing school and Promotores will also assist with the continuum of care making sure person keep their appointment, understand their care and through improved health literacy understand to navigate the health care system and stay in care. The CLHD Health Education Chief will play a large role in this effort and in DSM.

All patients will be provided with health education on their care, preventive care screening services and annual check-up. In particular for FP all are educated on all methods. Each woman will be counseled and examined on the best fit method for them. A target priority has been to promote and use LARCs. We educate our clients one to one with nurses, and or the WNP on LARCS. Further outreach for FP and LARCS is done at health fairs, local presentations, school symposiums, women's health centers, community centers and the local Health Coalition (LHC). A special effort to engage women in their health will be done through the Mayors Commission on Women and the Mayors Active Living Wellness Council.

**FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST****Legal Business Name of****Respondent:** City of Laredo Health Department

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

<b>PROGRAM FORMS</b>	<b>DESCRIPTION</b>	<b>Included</b>	<b>Page #</b>
<b>A</b>	Proposal Table and Contents and Checklist	✓	2
<b>B</b>	Texas Counties and Regions List Served by Project	✓	3
<b>C</b>	Contact Person Information	✓	4
<b>D</b>	Deleted -- nothing to be submitted	✓	5
<b>E</b>	Deleted -- nothing to be submitted	✓	6
<b>F</b>	Budget Summary and Details	✓	7
<b>G</b>	Respondent Background	✓	20
<b>H</b>	Funding Request and Performance Measures	✓	37
<b>I</b>	Work Plan	✓	38
<b>J</b>	Assessment Narrative	✓	74
<b>K</b>	Healthy Texas Women Clinic Site Readiness	✓	79
<b>K-1</b>	Healthy Texas Women Clinic Sites*	✓	80
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid		
<b>L</b>	Staff Development Plan	✓	81
<b>L-1</b>	Staff Development Training Calendar	✓	83
<b>M</b>	Community Education/Program Promotion Plan	✓	85
<b>M-1</b>	Community Education/Program Promotion Calendar	✓	88

**NOTE:** Appendix E: Healthy Texas Women Certification may be included in a respondent's proposal after Form M-1: Community Education/Program Promotion Calendar.

<b>REQUIRED FORMS</b>	<b>DESCRIPTION</b>	<b>Included</b>	<b>Page #</b>
<b>1</b>	Child Support Certification	✓	122
<b>2</b>	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	✓	123
<b>3</b>	Required Certifications	✓	125
<b>4</b>	Federal Lobbying Certification	✓	127
<b>5</b>	Anti-Trust Certification	✓	128
<b>6</b>	Respondent Information and Disclosures	✓	129
<b>7</b>	HUB Subcontracting Plan(HSP)* <i>under Section 6 as required</i>	✓	98
<b>8</b>	HHS Information Security and Privacy Initial Inquiry (SPI)	✓	136

**FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT**

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	<b>-D-</b>			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	02	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	<b>-G-</b>			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	<b>-L-</b>			<b>-R-</b>			Webb-Laredo only	<input checked="" type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	<b>-H-</b>			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	<b>-S-</b>			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	<b>-M-</b>			Augustine	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Jacinto	<input type="checkbox"/>	05			
									San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

**FORM C: CONTACT PERSON INFORMATION**

**Legal Business Name of Respondent:**

City of Laredo Health Department

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

## Contacts

<b>Billing Contact</b>		<b>Executive Director</b>	
Last Name:	Estrada	Last Name:	Gonzalez
First Name:	Elizabeth	First Name:	Hector
Salutation:	Ms.	Salutation:	Dr.
Title:	Accountant III	Title:	Health Director
Email:	eestrada@ci.laredo.tx.us	Email:	hgonzalez@ci.laredo.tx.us
Phone:	(956) 791-7429	Phone:	(956) 795-4920

<b>Financial Director</b>		<b>Medical Director</b>	
Last Name:	Cabello	Last Name:	Treviño
First Name:	Rosario	First Name:	Victor
Salutation:	Ms.	Salutation:	Dr.
Title:	Finance Director	Title:	Medical Coordinator
Email:	rcabello@ci.laredo.tx.us	Email:	tesoromedical@gmail.com
Phone:	(956) 791-7427	Phone:	(956) 727-2997

<b>Primary Program Contact</b>		<b>Quality Assurance Contact</b>	
Last Name:	Lopez	Last Name:	Gutierrez
First Name:	Waldo	First Name:	Alamar
Salutation:	Mr.	Salutation:	Ms.
Title:	Associate Director of Programs	Title:	Licensed Vocational Nurse III
Email:	wlopez@ci.laredo.tx.us	Email:	agutierre0@ci.laredo.tx.us
Phone:	(956) 795-4921	Phone:	(956) 795-4915

**FORM D: Nothing to be submitted**



**FORM E: Nothing to be submitted**

# **FORM F: BUDGET SUMMARY (REQUIRED)**

Legal Name of Respondent:

City of Laredo Health Department

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$171,130	\$171,130	\$0
B. Fringe Benefits	\$94,994	\$94,994	\$0
C. Travel	\$2,000	\$2,000	\$0
D. Equipment	\$0	\$0	\$0
E. Supplies	\$67,052	\$67,052	\$0
F. Contractual	\$80,000	\$80,000	\$0
G. Other	\$11,150	\$11,150	\$0
H. Total Direct Costs	\$426,326	\$426,326	\$0
I. Indirect Costs	\$0	\$0	\$0
J. Total (Sum of H and I)	\$426,326	\$426,326	\$0

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$171,130	\$171,130	Fringe Benefits	\$94,994	\$94,994
	Travel	\$2,000	\$2,000	Equipment	\$0	\$0
	Supplies	\$67,052	\$67,052	Contractual	\$80,000	\$80,000
	Other	\$11,150	\$11,150	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$426,326</b>	<b>Budget Total</b>	<b>\$426,326</b>
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List any budget assumptions below:

**FORM F-1: PERSONNEL Budget Category Detail Form**

Legal Name of Respondent:		City of Laredo Health Department					
<b>PERSONNEL</b>							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Nurse Practitioner (P)	Y	The N.P. will perform a comprehensive medical women's health exam of all women enrolled in the HTW program. This will include the all necessary laboratory test, and or radiology referral as per program goals, and objectives. The N.P. will further prescribe medication to the HTW patient within the limits of his/her scope as necessary. Consults with physician as necessary. Appropriate patient follow-up will be conducted as necessary. N.P. completes necessary electronic medical record history to include lab, and pharmaceuticals. Responsible for maintaining a current N.P. license, and liability insurance.	1	License	\$7,640.66	12	\$91,688

Caseworker (P)	Y	<p>Attends to the psycho-social support needs of the patient. This includes assuring a behavioral risk assessment perform, and that patient has access to all medical, and support services. This includes enrolling patient in the "OBAMA Care," Medicaid, Medicare, SNAP, TANF, and other programs.</p> <p>Caseworkers offer valuable support and assistance to people in need. They might help clients with concrete needs, like housing or food, or help them apply for social services. They often work with people who are unable to care for themselves or their families because of mental or physical illness or disability.</p> <p>The case worker attends to well being of the HTW patient, helping the HTW patient identify his or hers psycho-social needs, in order to seek out the appropriate support program for the patient.</p>	1	NA	\$2,735.33	12	\$32,824
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Medical Office Assistant II (P)	Y	Responsible for screening patient, and preparing patient medical care provider. Gathers all pertinent patient information to include laboratory work, X- Rays, SCAN, MRI, and medication information about the patient, as applicable. Informs N.P., and or physician about the current patient status, and all information gathered from patient during the intake. Counsels patient, and provides appropriate control, and prevention information after patient is done with N.P., and or physician. Ensures medical records are kept current, and without errors, and or omissions. Coordinates patient's next visit, and if needed contacts patient via phone or mail prior to the next visit to cover any steps needed before patient sees the N.P. and or physician again. Ensures EHR is complete, and current before, and after the HTW patient visit. Ensures MOA/MA license is current.	1	NA	\$2,119.00	12	\$25,428
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Clerk III (P)	Y	Screens patient for eligibility into the HTW program. Schedules first, and follow-up appointments for patients. Provides pre-prepared HTW educational flyer during patient encounter. Directs, and guides patient to appropriate medical services. Prepares correspondence and reports pertaining to the HTW program, and the City of Laredo. Prepares requisitions, purchase orders, program budget transfers as necessary, and maintains an efficient smooth budget, and logistics for the HTW program. Supervises other clerks as necessary. Ensure clinic staff never run out of medical supplies, and that all equipment needing calibration is maintained current. Acts as HTW safety person to minimized any risk to patients, and staff.	1	NA	\$1,765.83	12	\$21,190
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
SalaryWage Total							\$171,130

**FRINGE BENEFITS** Itemize the elements of fringe benefits in the space below:

Social Security \$13,091, Health Insurance \$43,755, Unemployment \$684, Worker's Compensation \$705 and Retirement \$36,759.

	Fringe Benefit Rate %	55.51%
	Fringe Benefits Total	\$94,994

**FORM F-2: TRAVEL Budget Category Detail Form**

Legal Name of Respondent:

City of Laredo Health Department

Conference / Workshop Travel Costs				
Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs
TBA - HTW Program Training	For staff to attend an HTW Program training pending to be announced.	Austin, TX	3/2	Mileage Airfare Meals \$295 Lodging \$311 Other Costs \$287 <b>Total \$893</b>
IUDs and Implants: Improving Women's Access	For Nurse Practitioner to attend a training on IUDs and Implants to be tentatively held in Dallas, TX	Dallas, TX	2/1	Mileage Airfare Meals \$600 Lodging \$112 Other Costs \$200 <b>Total \$1,107</b>
				Mileage Airfare Meals Lodging Other Costs <b>Total \$0</b>
				Mileage Airfare Meals Lodging Other Costs <b>Total \$0</b>
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS				\$0

Total for Conference / Workshop Travel

\$2,000

Revised: 7/6/2009

Other / Local Travel Costs						
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)	
			\$0		\$0	
			\$0		\$0	
			\$0		\$0	
			\$0		\$0	
			\$0		\$0	
			\$0		\$0	
			\$0		\$0	
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0	

Total for Other / Local Travel

\$0

Total Travel Costs:

\$2,000

Conference / Workshop Travel Costs:

\$2,000

Other / Local Travel Costs:

\$0

Indicate Policy Used:

Respondent's Travel Policy

X

State of Texas Travel Policy



## Detail Form

**Legal Name of Respondent:**

**City of Laredo Health Department**

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS</b>				\$0

**Total Amount Requested for Equipment:**

**OS**

# FORM F-4: SUPPLIES Budget Category Detail Form

**Legal Name of Respondent:**

**City of Laredo Health Department**

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
<b>Office Supplies</b>	To purchase general office supplies such as pens, copy paper, manilla folders, dividers, labels, etc. needed by the project.	\$4,000
Computer Supplies (Tablets 4 x \$2,518 = \$10,072)	To purchase four tablets for staff to be able to produce documents, enter data and prepare reports required by the program.	\$10,072
Computer Supplies (Printers 4 x \$688 = \$2,752)	To purchase four printers for staff to be able to print reports, forms, and any other documents required by the program.	\$2,752
Computer Supplies (4 sets of licenses for tablets)	To purchase MSOffice licenses and Internet/Email licenses for the four tablets requested.	\$1,628
Medical Supplies	To purchase general medical supplies such as cotton balls, alcohol swabs, band aids, protective gloves, etc. needed to perform services to eligible clients.	\$3,000
Minor Tools (3 phones @ \$200 ea = \$600)	To purchase 3 telephone sets for staff needed to conduct program business calls needed.	\$600
Pharmaceuticals	To purchase contraceptives for the family planning component of the program as well as vaccines such as Tdap, Flu and HPV for prevention of eligible clients.	\$45,000
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	\$0

**Total Amount Requested for Supplies:**

15

Revised: 7/6/2009

**City of Laredo Health Department**

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Quest Diagnostics, Inc.	Laboratory Services	To provide laboratory services to eligible clients.	Monthly	12	\$1,166.66	\$14,000
Laredo Medical Center	Diagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$1,666.66	\$20,000
Radiology Clinics of Laredo	Diagnostic Services	To provide diagnostic services such as mammograms and/or sonograms to eligible clients.	Monthly	12	\$1,666.66	\$20,000
Victor Treviño, M.D.	Medical Services	To provide medical services such as follow-ups to abnormal pap smears, physical exams and family planning methods.	Monthly	12	\$666.66	\$8,000
Carlos Cruz, Jr., M.D.	Medical Services	To provide medical services such as follow-ups to abnormal pap smears, physical exams and family planning methods.	Monthly	12	\$666.66	\$8,000
Gary Unzeitig, M.D.	Medical Services	To provide medical services such as follow-ups to abnormal pap smears, physical exams and family planning methods.	Monthly	12	\$833.33	\$10,000
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

\$80,000

## FORM F-6: OTHER Budget Category Detail Form

**Legal Name of Respondent:**

**City of Laredo Health Department**

Description of Item  [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Communication	To cover monthly cost for phone, long distance service and cell phone service generated by the program.	\$3,500
Liability Insurance	To cover Liability Insurance cost for the Nurse Practitioner to be able to provide services to eligible clients of the program.	\$1,350
I-Net	Funds will be used to cover Internet and email services utilized by staff under the program.	\$5,800
Postage	To cover monthly cost for postage and overnight correspondence incurred by the program.	\$500
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

**Total Amount Requested for Other:**

**\$11,150**

# FORM F - 7 Indirect Costs

Legal Name of Respondent:

City of Laredo Health Department

Total amount of indirect costs allocable to the project:

Amount: \$0

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:  
BASE:

*Applies only to governmental entities*. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:  
TYPE:  
BASE:

GO TO PAGE 2 (below)

**Page 2, FORM F - 7 Indirect Costs**

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

**FORM G: RESPONDENT BACKGROUND****Legal Business Name of****Respondent:** City of Laredo Health Department

**Executive Summary:** City of Laredo Health Department (CLHD) for over 50 years has provided public health services, PHC and prevention services in particular to improve health care access especially to high risk/uninsured or underinsured persons. We fill a large health care access gap as 40% of the population is uninsured and we are both a health profession shortage area and a medically underserved area (Texas Department of State Health Services/DSHS and the Health Resources Services Administration/ HRSA). Providing culturally competent quality services for preventive health care services, PHC, maternity, family planning/women's health, child health, dental health, laboratory, disease control, wellness, surveillance, emergency preparedness and response for a healthier and safe environment for Laredo is a commitment. Three pivotal services are: 1) early detection 'Buena Vida" providing metabolic health screens for high risk factors; 2) integrating disease self management (DSM) for all at risk and confirmed diabetics and hypertensive (cooking healthier, making healthier choices in nutrition, increase physical activity and peer social-psycho support) and 3) integrating behavioral health and substance abuse screening, detection and treatment in primary care. Although CLHD has the public health, disease control and health care access authority and fiscal/budget management responsibility, COL legal, human resources, internal audit, finance, budget and information technology systems also provide support in addition to our own internal services (budget, grants management and information technology). To further assist daily program operations we have an internal continuous quality improvement QPI (personal and professional review committee) to assure compliance with performance measures and that we provide quality care (reviewed by our professional and medical team to assure care, revisions, customer service, staff protection and services improvement) In addition to PHC, we provide maternity, women's health services, family planning, early screening (Buena Vida), HIV/STD, chronic disease care, DSM and dental care (partnership with the University of Texas Health Science Center San Antonio Dental School). Resources from Title V., Title X, Medicaid Transformation 1115 Waiver, Texas Si Grant (Methodist Health Ministries), program income and City of Laredo (COL) general fund help support these services. We have integrated DSM, nutrition, case management and continue strong education, outreach, breastfeeding, health promotion and home visitation (special team-NFP provided care to 170 new mothers/123 babies) to improve health care access. CLHD also provides disease control and is the main provider for tuberculosis control, immunizations and HIV primary care. All patients are also provided case management, counseling, social services and entitlement support. The CLHD addresses the diverse and challenging issues that impact Laredo directly and through partnerships and has a strong relationship with the Laredo Health Coalition (LHC) composed of community, professional, faith based groups, academic institutions, health care providers and the business community. We strive to enhance the quality of life in our community through continuous improvements in the type number and quality of services along with effective stewardship of community resources. With partners such as Methodist Healthcare Ministries, Molina and Superior Health Care, we are also expanding outreach and entitlement opportunities to assure that all access care early and stay in care but more important understand their care to improve their health outcomes.

2. CLHD reports to the city manager who reports to the Mayor and City Council. However, we have complete decision-making authority on all public health and health care access matters including policymaking, program development and implementation, fiscal/budget management. It is managed by a health director, one associate director for budget and grants, one associate director in charge of program operations and five Chiefs (senior management). Five major divisions provide care: 1. disease control, epidemiology, public health preparedness and response and has a biosafety laboratory level III; 2. environmental health, vector control and zoonosis; 3. primary care includes clinics for STD/HIV/TB, family planning, women's health, maternity, chronic disease care and prevention, dental care and well child; 4. Health promotion, wellness and nutrition includes WIC, DSM, early detection, case management, counseling, outreach and education and 5. Administration. Clinics are staffed with nurses, Medical office assistants, midlevel providers and physicians and allied health staff (see Organizational Chart). The CLHD has over years a partnership with state (DSHS, HHSC) and federal (EPA, HHS, CDC, SAMSHA) agencies for program funding. For all contracts we have always complied and never had any program or fiscal exceptions we have always had clean audits. As a city department we have access to the COL support services (legal, human resources, internal audit, finance, budget and information technology systems for support and technical assistance) to assist with compliance for fiscal and program accounting but in addition we have our own budget, finance and data systems staff to provide performance measures compliance, accountability, data system support for health records (EHR), data analysis, data retrieval, reports development, billing and patient encounter documentation and QIP actions and data collection. 250 professional, para-professional and allied health and 50 contractual professionals mostly clinicians provide public health, disease control, PHC and prevention services. CLHD also provides entitlement and social support services for Medicaid, Medicare, ACA and is a HHSC community partner. All staff is bilingual/bicultural appropriate for the local population. The PHC has an LVN manager, two NPs (FNP, WNP) and 10 contract physicians. Dr. Victor Trevino is the MCH and PHC Medical Director. PHC includes acute and chronic disease patient care, wellness and prevention, laboratory, diagnostic services, pharmaceutical, health education, clinical care and treatments of HIV/STD/TB, DSM, nutrition, case management, counseling, entitlement and specialty referrals. A primary focus has been to assure health care access for vulnerable and high risk uninsured and under insured persons to detect early, intervene and prevent illness, keep persons in the continuum of care, reduce preventable hospitalizations and disease and improve healthier outcomes. With a disparity in health care access, diabetes, prematurity and cervical cancer rates our goals has been to assure that women have access to early detection services and care. The CLHD QA and QIP consists of the PRC/subcommittees, is responsible for quality assurance and improvement which includes monitoring progress toward meeting program goals, examining the quality of services and ensuring ongoing quality improvement through activities such as chart audits, client satisfaction surveys, employee satisfaction surveys, periodic peer review and analysis of outcome indicators. In addition, safety procedures and personnel qualifications and capacities are also monitored and reviewed through the QA program. Our QA system assures that we provide quality care and that it is reviewed by our professional team to assure care, revisions, customer service, staff protection and services improvement. Problems identified through PRC are resolved through a Corrective Action Plan (CAP), reviewed by the peer, medical and personnel review committees and implemented through policy changes from the Health Director.

### **3. Respondent's experience, knowledge and expertise with subcontracting.**

#### **A. History with subcontracting with other agencies/providers;**



CLHD has over 30 state and federal contracts funding of programs and services as well the city's general fund where we have complied with all fiscal, performance measures and accounting. With these contracts and city services CLHD has subcontracted with numerous public, non-profit, and private providers, agencies and entities for the continuum of health care services and operations. Every physician and some midlevel providers are on contract, others such as the University of Texas Health Science Center at San Antonio Dental school provide care, and with others MOUs exist for partnerships to provide health promotion, education and extended care and training such as the Area Health Education Center, local school districts, universities, non-profits and hospitals. Professional contracts are also done with laboratories for testing, physician groups for extended and specialty care, diagnostic and imaging centers, pharmacies and information technology systems for data management and currently for an electronic health record. There are also contracts with businesses and commercial vendors for operations issues such as for office and medical supplies, equipment, pharmaceuticals, printing, utilities, leases, communication systems, to name a few. For these the CLHD successfully follows the state and city procurement process that bids publicly in response to a public notice, a request for qualifications or request for proposal. All purchasing and vending municipal and state accounting requirements and practices are further used to ensure best value and services complying with state and local procurement standards and regulations. Finally the COL has extensive history in contracting and supervises all performance measures, progress and timelines as well compliance with all labor and wage, contractual and fiduciary responsibility as well take action for noncompliance. All subcontracts are finally reviewed and approved by purchasing, finance, budget, legal and/or human resources, the City Manager and if procurement is more than fifty thousand (\$50,000) dollars it must get approval by City Council

Experience in developing Letters of Agreement and negotiating with subcontractors;

CLHD and COL routinely uses Memorandums of Understanding, Letters of agreement, letters of support and interlocal agreements produced internally to solidify formal agreements between public and private entities, groups, providers, partners and governing bodies (city, county, school boards, and colleges) for cooperative actions, joint performance and responsibilities, that are for funding and non funding purposes. The agreement always follows approved standards of subcontract formats (scope of work, time frames, performance measures, outcomes, financial and humans resources needed, liability). And they must be signed by the partners, entities and associates involved. In addition any subcontracts over \$50,000 must be made public and approved by the city council. Any procurement less than \$50,000 also has an accounting process with 3 quotes for best value and services. For both HUB and non-Hub vendors are used.

B. Experience in providing technical assistance to subcontractors, including budget development and management

As a contractual requirement of subcontractors, COL/CLHD conducts training, orientation and technical assistance sessions covering diverse responsibilities if they are needed such as (1) program design and management; (2) quality assurance procedures and expectations; (3) performance measures and outcomes; (4) data collection, management, reporting, and sharing as well as interfaces, as needed, to the CLHD management information systems; (5) reporting and solving client and staff problems and as well budget, finance and procurement practices.

C. Experience in performing program monitoring of subcontractors, including monitoring of professional and clinical services- The CLHD has monitored subcontractors for construction, renovation, equipment services, maintenance agreements, warranties

and data systems. Through our QA system described in another section we monitor all clinical subcontractors for performance measures, quality patient care, customer service and contractual obligations. In addition to for customer services and care of clinicians we obtain quarterly patient feedback through confidential surveys. City and departmental experts always monitor compliance through the city auditor and as well through the city external auditors where contracts are reviewed and tested for compliance and adherence to the scope of work as well to all accounting principles and practices.

- D. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required- QA committee made from expert staff (physicians, nurses, epidemiologist, lab) oversee performance measures, quality improvement, customer service, safety, lab,, billing and peer review. This is team led by Dr. Hector F. Gonzalez Director of Health, Nora Martinez, MPH director of WIC/PRC Chair, along with the medical director (Dr. Victor Trevino). Waldo Lopez Ph.D Associate Director for programs also monitors patient care, QA, services delivery and program performance measures. He will be supported by the two staff clinicians (Michelle Gonzalez WNP and Maritza Roman FNP), all is shared with the medical peer review committee and the Director of Health Hector F. Gonzalez MD, MPH. All clinical providers, lab, pharmaceutical and diagnostic services subcontracts are monitored for compliance by clinic staff mentioned but in addition by city and state auditors. CLHD clinic, grants and budget and COL audit and finance accounting staff have years of experience in fiscal and program performance measure compliance and monitoring. The procurement COL department monitors business contracts to assure accounting best values and compliance.
- E. In addition the physicians, clinical staff and the administration monitors contract compliance, credentialing, and clinic compliance for care, Blandina Gamez, Associate Director for budget and grants (BG) and Waldo Lopez Associate Director for Programs in coordination with the medical directors and the health department director will monitor all program and clinical compliance for patient care, customer service and accounting procurement and performance measures compliance for staff and contractors. As an oversight this group will help monitor clinical care, SDOs, SOPS and their contract compliance. In addition the team is supported by the city internal auditors, purchasing, finance and budget and the medical review team
- F. Policies and procedures (PNP) for monitoring subcontractors that provide direct client services. These are the PNP set by the scope of work from DSHS, HHSC and the standards or patient care and audit procedures. We also follow the PNP from the different academies and standards of care from the family practice and women's health services from CDC, HRSA, NIH and the Colleges of medicine that all Physicians, clinical staff and medical contractors for patient care must follow, in addition all contractors must adhere to performance measures and comply with all approved HHSC and DSHS scope of work contract requirements that contains HIPPA compliance, confidential information sharing and health electronic information sharing rules. Medical directors and the department director ensure all SOPS, SDOs and clinic program compliance as well performance measures are met. The PNP to ensure this are set by the DSHS and PRC procedures for oversight and compliance. Finally our QPI/PRC local committees also monitor, audit and review and develop corrective actions plans when necessary to address findings and improve care from staff and all subcontractors. Business transactions and procurement are also monitored by internal

grants and budget staff as well COL finance, purchasing and internal and external audit for compliance and performance.

**G. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection, data submission, and data quality improvement**

The PRC, administration staff, Director of Health as well the CLHD information technology staff (IT), billing supervisor (BS) and grants and budget all provide training and TA to subcontractors if needed. However all reports, data collection, health information, special reports, billing and clinical care information for program compliance, performance measures compliance, Medicaid and Medicare compliance, 1115 compliance and quality improvement is done internally by the CLHD and not by a subcontractor. In particular the BG, BS and IT supervisors conduct training to staff on all performance measures, budgetary compliance, program reports, encounters, health care and data collection to monitor progress, service delivery, and quality improvement, these report for quality report are provided to the PRC and medical review committee who reviews them and takes any corrective action appropriately for quality improvement, best practices and nay recommendations for policy, SOP, SDO changes. For clinical care and health exchange our EHR provides excellent data support.

**BIOGRAPHICAL SKETCH**

NAME: GONZALEZ, HECTOR F.	POSITION TITLE HEALTH DIRECTOR, City of Laredo Health Department
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EDUCATION/TRAINING			
INSTITUTION AND LOCATION	DEGREE (if applicable)	YEAR(s)	FIELD OF STUDY
University of Texas Health Science Center – Houston School of Public Health at San Antonio	MPH	1990	Environmental Epidemiology
Universidad Autónoma de Guerrero, Centro de Estudios Universitarios Xochicalco, Cuernavaca, Morelos Mexico	MD	1979	Family and Community Medicine
Universidad Autonoma De Nuevo Leon, Pre-Med Bachelors Of Science, and St. Mary's University, San Antonio, TX (1972-1974)	BS	1974	PreMed

**A. Positions and Honors.** List in chronological order previous positions, concluding with your present position. List any honors. Include present membership on any Federal Government public advisory committee.

**Positions and Employment**

1979-1985	Vida Y Salud Health Systems Incorporated, Crystal City, Texas, Clinical Manager and Physician's Assistant
1987-1993	San Antonio Metropolitan Health District, San Antonio, Texas, Interim Director for the Bureau of Communicable Diseases and Epidemiologist/Administrator for Vaccine Preventable Diseases
1993-1995	Texas Department of Health, Austin, Texas, Director of Border Environmental and Consumer Health Office
1995-1997	Center for Health Policy Development, Inc., San Antonio, Texas, Health Program Officer
1997-1999	Center for Health Policy Development, Inc., (CHPD), San Antonio, Texas, Associate Director – Program: Health Professors Development
1999-2001	AVANCE, Inc., National Offices, San Antonio, Texas, Director-Health Programs; conducted training and educational research
2001-present	City of Laredo Health Department, Laredo, Texas, Director of Health overseeing the city's public health, disease control, wellness and prevention and preparedness services for a border community of 200,000 with an \$11 million budget
2001-present	Los Dos Laredos Binational Co-President
2003-present	Co-Chair EPA Border 2012 Texas-Tamaulipas-Coahuila-Nuevo Leon Workgroup
2004-2005	Principal Investigator Environmental Protection Agency Environmental Exposure curriculum and trainer for providers
2005-2006	President United States-Mexico Border Health Association
2005-present	Quality Management HIV Chair for Laredo and Lower Rio Grande Valley
2006-present	Principal Investigator Environmental Protection Agency Border 2012 Chemical and Pesticide Exposure curriculum development for providers and medical school training
2006-2007	Environment and Health Committee Member - Border Trade Alliance
2007-2009	Clinical and Translational Science Community Advisory Board to the University of Texas Health Science Center-San Antonio School

**Other Experience and Professional Memberships**

Clinical Assistant Professor University of Texas Health Science Center-San Antonio School of Allied Health, Family and Community Medicine Department and the South Texas Environmental and Education Research Center, San Antonio, Texas 2002-present

Public Health Advisory Board (PHAB) member for the Integrated Health Sciences Facility (IHSFC), School of Rural Public Health, Texas A&M University, 2006-present

Emergency Management (FEMA) Training IS-00100, NIMS-IS700, 2/07; IS 200 and IS800 May 2007

Member Environmental Protection Agency, National Environmental Justice Advisory Committee, Work Group on Cumulative Risks and Health Impacts 2003-2005

Alamo Community College District (ACCD) Office of Continuing Education, Department of International Studies, San Antonio, Texas, 2002

Grant Reviewer for Health Resources and Services Administration (HRSA), Health Careers Opportunity Program (HCOP) and HIV (Ryan White Care Act Title I, II, III, IV; Special Projects of National Significance) and for the Bureau of Primary Care/Migrant Health

Strategic Planning with the American Association of Medical Colleges and Universities (AAMC), National Hispanic Medical Association (NHMA) member and presenter University of Chicago Medical School on Latino health professions enrollment, Health Resources Services Administration (HRSA) roundtable panel on health professions development of minority students; Robert Wood Johnson Foundation and the Kellogg Foundation, Washington, D.C. Immunization strategies for minorities, 1997

Society for the Advancement of Chicanos and Native Americans in Science (SACNAS) strategic planning culturally competency training, 1997

Electronic communication state registry development for community-based organizations, health, human service and education organizations

Texas A & M/Environmental Protection Agency Toxic Substances and Hazardous Material Management, 1995

Centers for Disease Control and Prevention (CDC) Epidemiology of Hepatitis B, Vaccine Preventable Disease Epidemiology 1987 – 1991

Texas Tech Pesticide Health Hazard Management Training, 1985

**Honors and Special Recognitions**

- Member Environmental Protection Agency Local Government Advisory Group (LGAC) to Administrator Lisa Jackson 2011
- CO-introduced Texas HB3618 to introduce a school health obesity program along the Texas-Mexico Border public schools, specifically “Proyecto Bienestar” written by Dr. Roberto Trevino 2008
- Panelist Environmental Public health Issues on the Texas/Mexico Border, Mexico City 2009
- US-Mexico Border Health Association President Recognition, May 2007

## City of Laredo Health Department

- National Environmental Justice Advisory Committee Cumulative Risk Workgroup to develop a strategy and policy for the Environmental Protection Agency 2003- 2005
- OHTLI Award by the Ministry of Exterior and Foreign Relations of Mexico for promoting public health and safety on the border and in particular for migrants 2006
- Governor's Task Force On Homeland Security, 2005-present
- University of Texas Health Science Center San Antonio President Advisory Committee 2005-present
- United States-Mexico Border Health Association, 1<sup>st</sup> Vice President, 2003-2005
- Board Member Ella Austin Community Health Center 1999
- Speaker American Public Health Association "A Case Study of Laredo" 2005
- University of Texas Health Science Center – Hispanic Center of Excellence Advisory Committee, 1998
- National Hispanic Institute Leadership Development Trainer 1996-present
- San Antonio Community Leadership Council President (1997-present)
- Health and Medical Committee, Texas Migrant Council, 1997
- Advisory Committee Edison Health Careers Magnet High School, 1996
- Co-Chair, Border Governors Health Conference Committee, 1994 and 1995
- Governors Border Task Force on Colonias, 1994
- University of Texas, South Texas Border Health Committee, 1993-1995
- Health Education Training Centers Alliance Border Health Advisory Board, 1993-1995
- Immunization Advisory Committee, COSSMO 1992

### **B. Selected peer-reviewed publications**

"Physician's Guide to Pesticide Health Hazards", University of Texas Health Science Center Houston School of Public Health and Texas A&M University Extension Service, September 1991

Testimony to the Texas Board of Health on Environmental Toxics in the Rio Grande, 1995

Effects of Malathion on Bollweevil Eradication in South Texas. TDH. 1996

"Concept Paper on Community-based Education Pipeline Model for Underrepresented Students", 1997. 1998

"Cultural Competency in Health, Social and Human Services – Directions for Twenty-First Century," Lecea, Ouervalu, Nuñez and Gonzalez, 1998

### **Completed Research**

Environmental Protection Agency (EPA) Principal Investigator for development of a pesticide health hazard training Curriculum for providers on the US-Mexico Border 2006-present

Co-Investigator "Walking Laredo", a study with the University of Georgia, University of Texas-San Antonio, University of Texas Health Science Center-San Antonio and City of Laredo Health Department to enroll 100 persons into a low impact exercise intervention for adults and conduct pre and post testing of weight and body mass. Persons were given incentives – pedometers 2005

Co-principal investigator for weight and height study of primary school children in Laredo "SPAN" (2004-05)

Influenza Demonstration Project in conjunction with the Health Care Financing Administration 1989-1991

Principal Investigator for the Centers for Disease Control and Prevention Pre-School Immunization Demonstration Project 1990-1993

## City of Laredo Health Department

Pesticide Health Hazard, School Of Public Health Masters Thesis, University Of Texas Health Science Center-Houston, at San Antonio. 1992

Teen Health Clinic Services, Edgewood Independent School District Needs Assessment

Robert Wood Johnson Foundation, "Reaching the Mexican-American Community" Presentation 1988-1989 20

National Institute of Health, Institute for Allergy and Children's Health, "Acellular Vaccine Clinical Trial in a Public Health Setting," San Antonio Metropolitan Health District, 1995

Merck Sharp and Dohme Pharmaceutical Demonstration Project to Immunize Children in the Emergency Room, Santa Rosa Hospital, San Antonio, Texas, 1994-1995

### **On-Going Research**

Recipient Cancer Prevention Research Institute of Texas (CPRIT) prevention evidenced based intervention award to provide early detection and promotion of high risk vulnerable populations along the Texas/Mexico Border (2.5 million)

National Institute of Health, National Institute of Diabetes, Digestive and Kidney Diseases Summer Intern Project Principal Investigator (2004-2007)

National Institute of Health, Institute of Diabetes, Digestive and Kidney Diseases funded project with Roberto P. Treviño, M.D. of the Bienestar Health Program/Social & Health Research Center CO-investigator on 4<sup>th</sup> grade evidenced based intervention to reduce obesity and diabetes in school age children: Proyecto Bienestar Laredo. (PBL), Laredo, Texas (2004-present)

Pedometer Study in high risk person in Laredo with the Social & Health Research Center of San Antonio (2005)

Children's Nutrifit Summer Camp Principal Investigator to change behavior in children on diabetes and obesity prevention 2005-present

- Testimony US House of Representatives, Committee on Homeland Security, Subcommittee on Emergency Communications, Preparedness, and Response June 24, 2007
- Testimony Governor's Border Security Council October 2, 2007
- Testimony Health and Human Services Committee CSHB3618 May 17, 2007
- Testimony Transportation and Homeland Security Committee February 12, 2008
- Testimony Mexican American Legislative Caucus Texas Border Security Task Force April 29, 2008
- Testimony House Emergency Communications, Preparedness, and Response, Subcommittee February 19, 2008
- Testimony House Subcommittee on Indigent Health Care and Treatment October 13, 2008, Austin Texas Capitol
- Testimony, House Subcommittee Health & Human Services February 23, 2009, Austin Texas Capitol
- Testimony Submission House Committee on Public Safety, April 1, 2009
- House Committee on Border and Intergovernmental Affairs, Austin, Texas March 9, 2009
- Testimony Public Health Texas-Mexico Border Needs 2009
- Testimony House Subcommittee Health & Human Services on Indigent Care and Obesity February 2009
- Testimony for Congressional briefing H1N1 and the Texas-Mexico Border October 2009

## **City of Laredo Health Department**

- Panel Presentation Border Epidemiology and Communication Department of State Health Services Office of Border Health Infectious Disease Symposium, San Antonio Texas June, 2010
- Panel Presentation “Public Health Along the Texas/Mexico Border” for the Texas Medical Association 5<sup>th</sup> Annual Border Health Conference in Washington DC, June 23, 2010
- Panel Texas Association of Local Health Officials Public Health challenges, Austin 2011



**M. BLANDINA GAMEZ-HAUGHT**

413 Candlewood Rd.

Laredo, Texas 78045

**EDUCATION**

B.A., English, December 1983, Laredo State University, Laredo, Texas

**EXPERIENCE**

**Associate Director, Budget & Grants Management Division, City of Laredo Health Department, Laredo, Texas, January 2004 - present.**

- Manage health department's \$18 million operational budget for the Department's program activities
- Manage and develop department's fiscal activities – annual city budget and 30+ state, federal and foundation grants
- Monitor budget allocations, expenditures, cost projections and revenue projections
- Interpret and enforce City, State and/or Federal policies and procedures regarding department's budget process.
- Direct and manage purchasing activities for the Health Department in accordance with City policy and procedure.
- Collaborates with Director in monitoring budget expenses and revenues
- Oversee department billing and claims activities which includes ambulance collections.
- Develop and monitor department's strategic plan
- Coordinate with consultant the establishment of four departmental data and document management system infrastructures to include a needs assessment, strategic plan, and design, develop, test and deploy the solutions for data management systems within the Department.
- Supervise Budget Manager Supervisor, Revenue Collections Supervisor, Vital Statistics Supervisor/Deputy Registrar and their support staff

**Health Grants Coordinator, City of Laredo Health Department, Laredo, Texas, 1991-2004**

- Coordinated grant application process for department's new and continuation grants
- Developed budgets for new projects and grant applications
- Prepared operational budget for grant-funded clinics and/or special projects
- Reviewed and edited reports required by funding sources
- Interpreted grant guidelines, policies and procedures and monitored compliance with same
- Instrumental in researching and purchasing \$100k patient information computer system specific to a public health clinic
- Coordinated computer automation activities and trainings for a 80 member clinic staff
- Handled twenty two grant funded accounts

**Personnel Manager, Gateway Community Health Center, Laredo, Texas, 1989-1991**

- Responsible for processing and maintaining 100+ personnel records
- Coordinated recruitment for center's staff
- Developed, reviewed, revised job descriptions for new positions and/or vacated positions
- Negotiated annual contracts for employee health insurance and IRA/pension plans
- Coordinated in-service trainings for all new employees
- Responsible for Worker's Comp claims and coordination of safety trainings
- Developed and implemented database for employee personnel records and attendance records; maintained vacation, sick and comp time leave balances

**Accounting Technician, Laredo-Webb County Health Department, Laredo, Texas, 1980-1989**

- Assigned to the Assistant Director/Fiscal Officer's office with responsibility for bookkeeping, payroll and processing payments for vendors (manual systems)
- Assisted with implementation of billing and collections activities for clinical services under the DHHS Migrant/UHI federal grant
- Served as liaison between administrative team and clinic staff
- Assisted Fiscal Officer with preparation of the annual budget for the DHHS federal grant; assisted with monitoring expenses during the year; participated in annual department-wide Federal external audit.
- Developed and/or enhanced administrative forms and documentation to improve effectiveness and efficiency in the administration division and to meet federal grant requirements.
- Utilized computer software knowledge to develop the department's first assets inventory documentation process
- Responsible for annual department-wide inventory – tagging and maintaining records of all assets
- Responsible for developing formal bids for major purchase items.
- Implemented computer user curricula to train staff on new computer software programs.

**AFFILIATIONS**

Texas Public Health Association, member, 1990-present

Literacy Volunteers of America, member, 1994-1998

American Little League, volunteer, 1995 - present

American Cancer Society, member

City Leadership Class of 2005

Leadership Steering Committee Chairperson, 2006-07

City of Laredo, External (3<sup>rd</sup> Party) Grant Reviewer, 2001, 2005, 2009

**Curriculum Vitae  
Victor D. Treviño, MD**

**BACKGROUND:**

Born and raised in Laredo, Texas

**EDUCATIONAL BACKGROUND:**

1. Graduated from the local school systems
2. Attended Laredo Junior College – 1966-1969
3. Attended Teas A&I University – 1969-1970(Pre-Medical Courses)
4. Attended Universidad Autónoma de Coahuila – 1970-1975 obtaining a medical degree
5. Attended Facultad de Medicina Medical School
6. Medical internship in Monclova Coahuila – 1975-1976
7. Medical social service in Nuevo Laredo, Tamaulipas – 1976-1977
8. Took the Professional medical licensing exam in Mexico obtaining a full license in 1977
9. Private practice in Nuevo Laredo in – 1977-1980

I was accepted into family medicine residency at LSU New Orleans 1980-1984. I obtained a residency in training in family practice including obstetrics. Continuing education CME credits on a yearly basis. Further education and training completed a course in disability determination physician to provide impairment ratings and maximum medical improvements statis. Obtained hyperbaric oxygen treatment therapy course provided by Carolina Hyperbaric Institute.

**WORK EXPERIENCE:**

1. Pharmacy Technician
2. Medical Assistant
3. Boogalusa Heart Study participant
4. Emergency Room VA hospital in New Orleans, LA
5. Emergency Room physician in Spectrum Emergency Care – 1984-1988
6. Private Family Practice including deliveries from 1975-present
7. Currently involved in Border Health and Diabetes Research
8. Director of Retama West Living Center since – 1990
9. Medical Director of the City of Laredo Health Department Maternity clinic since – 1990
10. Director of health agencies – 1990-1999
11. President of Tesoro Medical Care, P.A. private medical corporation
12. Preceptor of nurse practitioners co-op group through Texas A&M International University
13. Preceptor of United Independent School District Medical Vocational students
14. Participant in State of Texas Border Fairs committee through testimonies for bettering border health and activist in border health issues regarding methods and ways to prove better health
15. Co-author of a binational project in Ciudad Salud

**TEXAS MEDICAL BOARD**

P.O. BOX 2028 • AUSTIN, TEXAS 78768-2028

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

G7898

EXPIRATION DATE

11/30/2015

VICTOR DANIEL TREVINO MD  
101 W VILLAGE BLVD  
LAREDO TX 78041-2211

THIS CERTIFIES THAT THE LICENSEE/PERMIT-HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD  
THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE  
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

1933 Denmark Lane Laredo, TX 78045 / 956-413-4056 (cell) / 956-795-4934 (office) / [mroman@ci.laredo.tx.us](mailto:mroman@ci.laredo.tx.us)

## **Maritza Roman, RN, MS, FNP-C**

### **Experience**

Feb. 2, 2015 – Present                      City of Laredo Health Department                      Laredo, Texas

#### **RN / NP Supervisor**

- Provision of primary care services to children and adults to include examination, diagnosis, and treatment of acute and chronic illnesses
- Education and guidance to patients on co-morbidities
- Referrals to specialty care services based on physical, psychological, and social needs, as deemed necessary
- Supervision of support and collaborating medical personnel
- Evaluation and revision of protocols and standards of patient care

Feb. 2013 – October 2014                      Gateway Community Health Center, Inc.                      Laredo, Texas  
October 2012 - Feb. 2013 (Full-time)  
July 2009 - Sept. 2012 (Full-time)

#### **Family Nurse Practitioner**

- Provision of primary care services to adult patients to include examination, diagnosis, and treatment of acute and chronic illnesses
- Education and guidance to patients on co-morbidities
- Referrals to specialty care services based on health conditions, and as deemed necessary

2004-2009                                      People's Clinic of Denton County, Inc.                                      Denton, Texas

#### **Family Nurse Practitioner**

- Provision of direct patient care to uninsured individuals across the lifespan to include examination, diagnosis, and treatment
- Focus on acute and chronic conditions
- Participation in establishing pharmaceutical assistance coverage for patients

2001-2002                                      Pecan Creek Pediatric Associates                                      Denton, Texas

#### **Family Nurse Practitioner**

- Provision of direct care to pediatric patients to include examination, diagnosis, and treatment
- Focus on acute and chronic conditions
- Collaboration with Pediatrician

**Education**

1999-2001	Texas Woman's University Master of Science / FNP Program	Denton, Texas
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**Recognitions:**

2011 - National Health Service Corps Alumni  
2009 - National Health Service Corps Loan Repayment Recipient  
2009- Nomination for membership for the National Association of Professional Women  
2007- Biographical candidate in the Cambridge Who's Who Among Executive and Professional Women in Nursing and Healthcare

**References:** Available upon request

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**MARITZA ROMAN**

- Resides in: LAREDO TX
- APRN License No: AP111278
- *Recognized with TX RN license No: 662779*
- NURSE PRACTITIONER - FAMILY NURSE PRACTITIONER
  - Initial Recognition Date: 10/1/2001
  - Status of Recognition: CURRENT through 10/31/2017
  - \*\* Prescriptive Authorization for this Recognition Type \*\*  
 Rx. Auth. Number: 4243  
 Initial Rx. Auth. Date: 11/16/2001  
 Status of Rx. Auth.: CURRENT through 10/31/2017

Total Finds: 1



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**FORM H: FUNDING REQUEST AND CLIENTS SERVED**

**Legal Business Name of  
Respondent:**

City of Laredo Health Department

**Funding Requests**

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	<b>\$426,326</b>
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**Clients Served:**

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

**NOTE:** This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

**1. Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Proposed Number of Clinical Clients to be Served:</b>	<b>350</b>
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**FORM I: WORK PLAN****Legal Business Name of****Respondent:**City of Laredo Health Department

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Respondent must not exceed 4 pages per program component, for a total of 20 pages.

**Program Component 1 Program Administration and Management****A. Services** The following services will be provided:

Primary Care and Preventive health, medical, counseling, breast and cervical cancer screenings, family planning, women's health services, emergency medical services, diagnostic testing, STD services, immunizations and educational services for low income Laredo women to achieve optimal reproductive and general health. Specifically, we will provide physical & medical exams, women's health exams, pregnancy tests, A1C, BMI, BP, and glucose testing and screenings and other preventive diagnostic and laboratory testing as needed for the medical exam (thyroid screening, CBC, lipid panel). In addition, pelvic exams, trans- vaginal sonogram, contraceptive services, STD-HIV screening, immunizations, cervical dysplasia treatment, mammograms for appropriate ages, health education, medical case management and behavioral health screening and counseling.

**B. Priority population:** The priority population is the uninsured and low income (200% FPL) women 15-44 years old. This target population for the most part resides in central and south Laredo, does not access health care readily and is high risk and at times uses the emergency room for primary care or waits until there is an acute health issue.

The diverse population in income levels and social economic levels is part of the population serviced and all are served in an appropriate bilingual manner. Most of the clinic clients prefer Spanish as their language of choice. All staff is bilingual in English and Spanish meeting the needs of our predominantly Latino population. Written educational material information is available in both languages. Skill assessment tools, provided by the program and administration, are used to assess the cultural and language sensitivity. An independent interpreter is under contract to the CLHD for those clients who need sign language interpretation. If the client is visually impaired, the communication is done orally or in Braille. Local Texas A&M staff is available for other languages. In addition, the Supervisor also gauges and monitors communication both written and oral to assure good communication, learning and information sharing with clients. The HTW clinic operates Monday thru Friday, from 8am to 5pm, and evening clinics. Local bus transportation "EL Metro", including bus service for the physically impaired "EL Lift," is readily accessible with hourly stops at the CLHD. It also provides routes to social service agencies, local hospitals, and other medical facilities.

**C. Organizational workforce:** The workforce is the appropriate staff that operates clinical and preventive health care for women. This includes 1) clerks for registration, eligibility, and entitlement support, 2) medical assistants for screening, vitals and provider care assistance, 3) licensed vocational nurses for triage, screening, patient preparation, initial medical intake, immunizations, education and existing, 4) midlevel provider (nurse practitioner or physician assistant) to provide medical/clinical and health care exams, triaging, diagnostic services, family planning, counseling, immunizations and treatment, 5) Physician for the oversight and prescriptive authority of the midlevel, as well to consult and see patients for medical care as well and to review SOPS and delegation orders, 6) case workers for social services and patient compliance management, 7) promotores (health educators) for patient education, a nutritionist forms part of the team to assure

healthier choices and disease self management in coordination with nurse, health educator and case manager, outreach staff to follow-up and assure patient stays in the continuum of care, keeps appointment and helps patient understand care, and provides reminders to keep appointments, 8) administration for technical assistance, compliance and monitoring, 9) QPI actions by clinic supervisor and the CLHD PRC who will provide feedback for quality improvement and any corrective actions, plans, 10) budget and grant (BG) staff will have oversight of the budget responsibilities, costs analysis and expenditure monitoring and 11) the administration will have oversight of performance measures, grant compliance, legal issues as well daily operations and support (maintenance, safety, human resources).

**D. Institutional Review Board:** none applicable

**E. Organizational chart:** attached

**F. Job descriptions:** attached

**G. Design, implement, and monitor the HTW program budget:** The HTW budget is designed based on the need to serve uncompensated women's patient care clinic services. 40% of the Laredo population is uninsured based on our 2011 health care needs assessment and on our clinic figures of uncompensated care for indigent and uninsured women. Currently our title V program was funded to serve 454 persons; in the first six months of the FY we have already served 654 patients and 150 are in a waiting list, the budget was done to meet the needs of the additional 300 patients that need care and an additional 50 for a total of 350 patients to be served. The budget is therefore based on current services patient needs and the costs and expenditures to serve them in a quality manner. These expenditures are not covered through other clinic programs, which include COL general fund and the 1115 waiver. The main budget under this program is the cost reimbursement component. The budget has been developed by CLHD program, clinic, BG staff to provide services under the cost reimbursement component of the HTW program. Services under this proposal are directly related to services limited to the HTW program. Our experienced BG staff as well clinic staff has over 30 years experience in managing the program performance, fiscal, budget, and procurement for clinic services, diagnostic and laboratory services and patient care. Through clinic level monitoring of costs, expenditures and clinic services we are able to assure budget compliance. Under the oversight of CLHD BG they as well monitor and auditing budget compliance. The COL finance, budget and internal audit services also conduct monitoring of the budget expenses, any revenues, and procurement to assure compliance of performance measures and allowable costs and expenditures. will be carefully reviewed, monitored, and revised as necessary to assure program compliance.

## **Program Component 2- Quality Assurance/Quality Improvement**

The purpose of the CLHD's Quality Assurance (QA) Plan is to provide a systematic approach to quality assurance, safety, customer service and continuous quality care improvement, it does this through routine staff monitoring and evaluation of services, self audits and reviews of patient charts, SOPs, SDOs, clinic protocols and to assure compliance for quality health care and performance measures and to provide recommendations on improvement as well for corrective action to assure fulfillment of the mission, objectives, and program performance standards of the health department. In addition the PRC subcommittees meet and review infection control, peer review, policies and programs, SDOs, SOPs, record keeping, credentialing, customer service, safety, personnel development and training, confidentiality and HIPPA compliance, fiscal management and clinical care. The Quality Management Committee (Professional Review Committee) includes key CLHD leadership: the Health Director, Division Chiefs,

and the Medical Director. The QMC meets annually reviews and approves the quality work plan for CLHD. The PRC committee meets on a quarterly basis with the Medical Director who reports to the Health Authority and the Department Director who will report appropriately and as necessary to City Management.

Six PRC subcommittees meet quarterly and on an as needed basis to perform audits, review program operations, and implement monitoring systems to identify areas of improvement. The subcommittees are: patient care and prevention services, epidemiology and disease control, environmental health services, public health promotion/nutrition, laboratory and allied health services, administration, and the Medical Director or the designee and the Department Director. If a need is identified, the PRC subcommittee determines a corrective action plan addressing how improvement will be attained and the realistic time frame to meet the goal which is then presented to the PRC for approval or revision.

A PRC subcommittee monitors client satisfaction surveys and reviews feedback with supervisory staff during management meetings. Clients are encouraged to fill out surveys which are readily available in the waiting area and deposited in locked boxes. Clients are advised that information provided is strictly confidential and anonymous. The form is short and user-friendly, in English and Spanish. The Personnel, Credentialing, Patient Satisfaction & Grievance (PCPSG) Subcommittee provides feedback to the PRC on a quarterly basis. Outcomes are also reviewed with supervisory staff during monthly management meetings. Client suggestion boxes are reviewed weekly by the department administrative assistant and reviewed by the Director and shared with the Subcommittee for recommendations on key findings.

Adverse outcomes are monitored on clinic services through incident reports, chart audits, client complaints. Tools and forms used include: accident and incident reports with guidance from an Accident/Incident Report and Investigation Policy and an Accident/Incident Analysis Policy. Performance and outcome audits are prepared by PRC subcommittees including results and recommendations on clinical indicators, clinical care, policies and procedures on a quarterly basis.

To support operations, assure quality care and management Standing Delegation Orders (SDOs), Standard Operating Procedures (SOPs), Infection Control Policies, FP Services, FP Contraception Guides, Riders, and Women's Support guides are developed, displayed if appropriate, updated (yearly and/or as needed) and reviewed by the Professional Review Committee (QM/PRC) and medical committee. SDOs are signed by medical director and appropriate staff.

### **Program Component 3- Professional Development**

We support and require continuous training and education for all staff formally and informally. All professional and nursing staff must keep up with their CEUs for their license and for their continuous improvement to assure quality health care. All clerical and medical assistants must also continue training on program, clinical, administrative eligibility and registration requirements. Staff are also trained on new procedures both clinical and administratively by the supervisor, clinician and BG staff to assure program requirements are learned and understood. Clinicians have to revise and update SOPS, SDOS, and protocols and conduct training for all staff on the revisions and changes for care and for operations. Professional staff also must attend any training and orientation sessions that the funding source may require as well attend any clinical updates on women's health, FP, primary care and preventive care to keep up with care changes and updates. As a department we also provide safety, confidentiality, HIPPA, infection control,

and emergency response training to all staff 4 times a year where all staff are required to attend. At the program level supervisors are required to hold monthly trainings on program performance measures and contract deliverables, health record management, changes in programming, infection control, customer service and auditing. The PRC also provides guidance and recommends training for professional staff and non professional staff based on any CAP, findings, peer review, customer service surveys. Finally the COL promotes formal training in higher education and for professional development of staff and allow for time to do this. COL also provides ongoing professional development for all city staff on CPR, safety, driving, behavioral health and provides all staff an opportunity to participate in the city wellness services. Finally to further assure staff are appropriately trained we also listen to webinars and use other social media training tools. Specific staff to attend any required training by HHSC on this project and to up keep quality care standards are Michelle Gonzalez, WNP and Alamar Gutierrez, LVN III.

#### **Program Component 4-Recruitment**

The CLHD has for more than 30 years has provided competent community based outreach, in-reach to other health department programs and provided education to the at risk and low income target population to access health care, stay in care and understand their care. Using evidence based proven methods that in time have only gotten better, and more efficient i.e outreach, social media, texting, operated assisted phone calls to remind of appointments and sending out reminder cards about their care, appointment and services have all been use. Recently we are testing webbased and texting notices to recruit patients especially for early detection and all of these methods will be used. A new initiative a partnership with Texas AM International in Laredo and Methodist Health Care Ministries will use the first year nursing school students to outreach for patient recruitment and to keep appointments and stay in the continuum of care. We will also use traditional print media (news media) and radio as well integrate social media. The outreach will done both by outreach workers (promotores) and first year nursing students. Outreach will be done at community centers, HHSC offices, through the independent school districts, and through more than 40 partner agencies that form the Laredo health Coalition (LHC). The in-reach is conducted through all of the health department's programs, like maternity, family planning, title V La Familia Clinic, Nurse Family Partnership, TB Clinic, Laboratory Services, Dental Services, Epidemiology, WIC, and Environmental Health Services. The CLHD counts with an education department headed by Dr. Erika M. Juarez. Under her direction, the CLHD is engaged with the community by providing ongoing chronic disease prevention and control, reproductive health, family planning, and overall public health classes in schools, hospitals, non for profit organizations, as well as, for profit organizations.

#### **Program Component 5- Long Acting Reversible Contraception (LARC) Usage**

Our Family Planning Clinic is opened 5 days a week, Monday through Friday with Monday, every third and fourth Tuesday of the month as evening clinics. We don't refer services for LARMC. The following LARMC methods are currently provided:

- Paragard (IUD)
- Mirena (IUD)
- Nexplanon (implant)
- Depot Provera

All patients are provide health education on their care, preventive care screening services and annual check-up. In particular for FP all are educated on all methods, given an exam to decide the best fit method for them. A target priority has been to promote and use LARCs. We educate our clients one to one with nurses, and or the WNP on LARCS. Further outreach for FP and LARCS is done at health fairs, local presentations, school symposiums, Womens health centers, community centers and the local Health Coalition (LHC). Specific efforts are done to reach the adolescent population through actions stated and through the PEP program, through first time mothers Nurse Family Partnership, the LHC, by visiting external agencies like the job corps, and Customs Border Protection. We also receive in house referrals from internal programs, such as, WIC, NFP, Primary Care, STD Clinic, Immunizations, HIV, TB, Lab, Dental, and Epidemiology. Staff have been trained several times and this is continuous on LARCs to have well trained staff provide this information to patients. Through our STD clinic and HIV services we also conduct education and promotion of LARC use. We also do our LARC community education through our social media page, news paper, and television. The educational, outreach and counseling services offered include information on the general benefits of family planning services, education on reproductive anatomy and physiology, incorporating an overview of available contraceptive methods including LARC use, abstinence, method specific education/counseling, pre-conceptual counseling, and social services. Special efforts have been made to promote LARC use also in the drug court as well job corp and other at risk services agencies. Our professional development for staff to learn about LARC use and administer LARCS includes professional training with local and departmental ob-gyns, courses provided by the University of Texas Health Science Center San Antonio (UTHSCSA), Womens Health and Family Planning Association of Texas (WHFPT) title X training services, TDSHS trainings, Texas Campaign and Baylor School of Medicine.

## FORM I: WORK PLAN

<b>Program Component A</b> <b>Program Administration and Management</b>				
<b>Goals: To provide quality HTW services to eligible clients.</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
Provide registration, eligibility and entitlement screening for 350 HTW.	Make appointment, and provide administrative, as well as, medical screening for low income women within the ages of 15-44. Screen for any potential entitlement service and train staff	100% of the women served are 200% FPL or below, not pregnant and qualify for services.	Reception clerks, nurse supervisor and entitlement clerks , GB staff	On going until Aug 31, 2017
Assure adequate clinic staff are available	W.N.P., LVN, MA, and clerks under HTW	100% of the staff on board.	Director-Associate Director of Department	On going until Aug 31, 2017
Assure all clinic materials, medical, office supplies, laboratory services, screening tools, vital signs equipment, exam equipment and EHR is available	Order needed supplies and equipment, keep inventory, stock and train staff	Order 30 days supplies to begin the program	Primary care clerk supervisor. lead clerk, GB staff	On going until Aug 31, 2017
The following services will be provided: Preventive health, medical, counseling, breast and cervical cancer screenings,	Physical & medical, women's health exams, pregnancy test, A1C, BMI, BP, and glucose. In addition, pelvic exam, trans-	There will be 100% annual examinations for new enrollees, and 100% follow-up, and education for abnormal results.	WN.P., LVN, MAs, and contract physicians. Referral physicians and specialists, pathology and diagnostics	On going until Aug 31, 2017

family planning, emergency medical services, diagnostic testing, and educational services for low income Texas women to achieve optimal reproductive and general health.	vaginal sonogram, contraceptive services, STD-HIV screening, immunizations, cervical dysplasia treatment, mammograms for appropriate ages, Thyroid screening, CBC, lipid panel, nutrition, dental and behavioral health screening.		services professionals.	
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**FORM I: WORK PLAN****Program Component B****Quality Assurance/Quality Improvement**

**Goals: To assure staff is competent, and have current licensure to provide the best quality service.**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
Assure all registered MAs, LVNs, and Nurse Practitioner are currently credentialed certified/licensed and trained	A copy of the professional license/cert. is maintained with CLHD Administration, CEUS are obtained and peer review is done, SDOS, SOPS and clinic protocols are revised, reviewed and updated and/or corrected if needed	100% of the professional staff is currently licensed, trained, evaluated and participate in CQI.	Primary Care Nurse Supervisor, PRC	Ongoing-till end of grant period
Ensure registered LVNs, and nurse practitioner have liability insurance	A copy of the liability insurance is maintained in the CLHD Administration file.	100% of the professional staff has liability insurance	Primary Care Nurse Supervisor, PRC	Ongoing-till end of grant period
One member of the Primary Care HTW team attends Peer Review Committee (PRC) for customer service, peer review, medical review, infection control	Attends quarterly meetings	Attends 100% of the time	Designated Primary Care staff, PRC and GB	August 31, 2017
Obtains feedback on clinic	Obtains customer satisfaction surveys from	Quarterly	Clerk supervisor, WNP, PRC	August 31, 2017



performance from customers and peer review	HTW clients, medical review team and developed CAP and revised services and actions as appropriate			
Medical Director reviews medical charts	Reviews 10% of the patient charts quarterly by nursing team and WNP's	90% of the time	Medical Director	August 31, 2017
Review medical record	10 medical charts per quarter	Quarterly	Nurse supervisor	August 31, 2017

**FORM I: WORK PLAN****Program Component C  
Professional Development****Goals: To ensure staff is updated, and current in the latest medical procedures.**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
Bi-lingual culturally appropriate and quality services are provided	Staff trained on program, performance measures and other program deliverables and are bi-lingual Spanish, and English	Bi-lingual services are provided 100% of the time	All staff, GB, PRC	August 31, 2017
Identify staff that will attend professional trainings for QPI and required HHSC trainings	Staff attends in-house and out of town training, webinars, webcast, travel to specialty services, train with local physicians and services	N.P, and Nurse Supervisor attends trainings	Primary Care Nurse Supervisor	August 31, 2017
Staff attends first aid, CPR, AED, LARC, clinical and women's health updates and training as well safety.	WN.P., LVNs, MAs are trained and certified Clerks as well for CPR	100% of the staff is trained with current certification	Primary Care Nurse Supervisor, WNP, Associate /director	On going

**FORM I: WORK PLAN****Program Component D  
Recruitment****Goals: To maximize participants into HTW program, improving women's health**

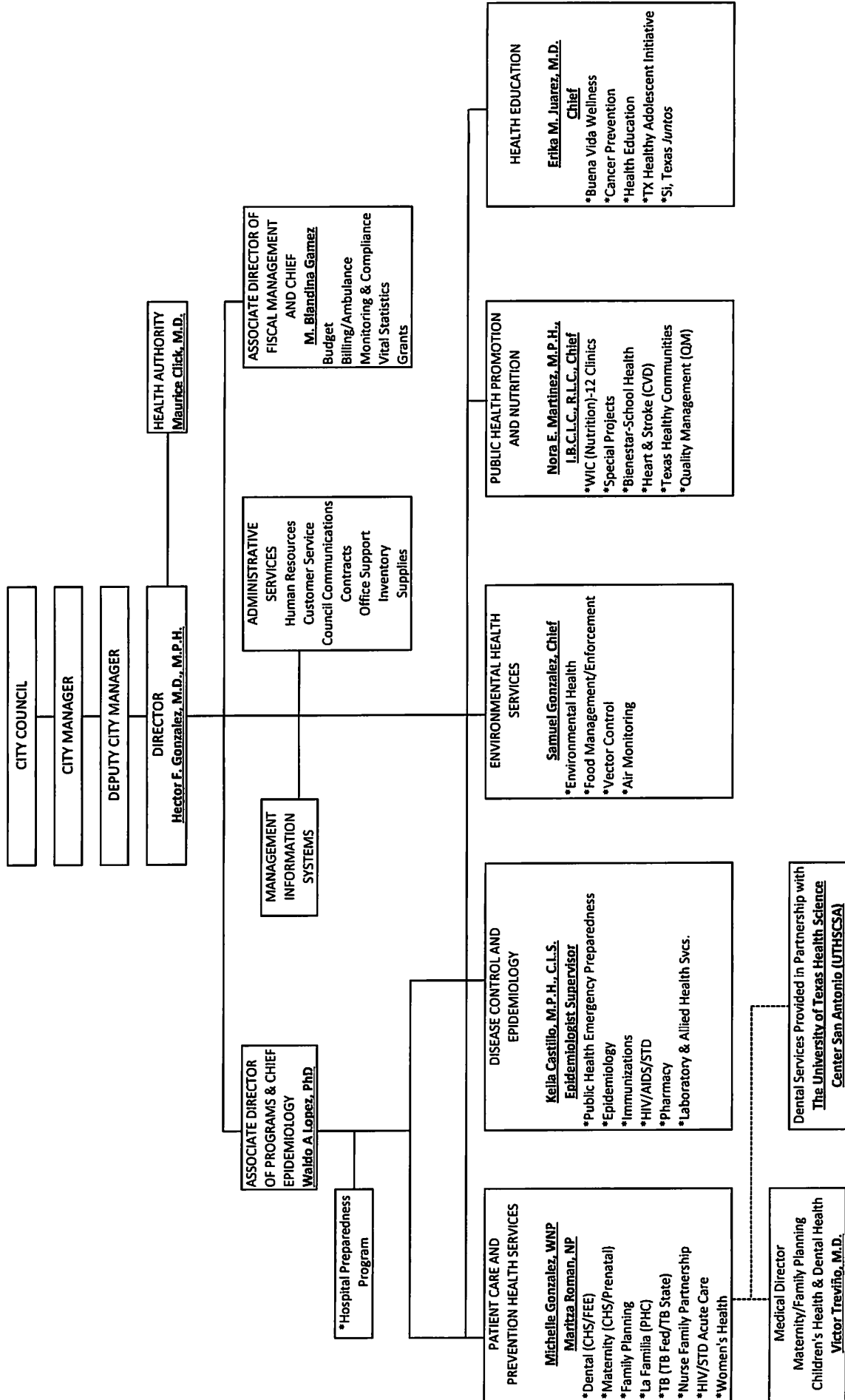
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
HTW program is promoted to attract maximum number of participants for women's health, LARC, preventive care, early detection and screening services	Promote opening of the clinic and on going through public news release, print media, radio, social media and through outreach using promotores and first year nursing students, rotary phones messages, texting and postcards reminders, messages through partners and LHC	Number and Actual media and print releases, contacts, letters, messages, texts, radio announcements At the beginning of the clinic opening and and at midyear with a community update	CLHD Health Educator and Director,	February 2017
HTW is promoted through social media	Social media page is monitored, and answers are provided	All inquires are answered	CLHD Admin Assistant II and CLHD IT	On going
HTW promotion through the Laredo Health Coalition	A flyer is disseminated through the 40 plus member Health Coalition with biannual updates	Opening flyer and one midyear update flyer	CLHD Health Educator	February 2017
In house promotion	Disseminate HTW flyer to every customer within Primary Care, and NFP	At least 50% of the clients receive the flyer	Clinic clerks	On going

**FORM I: WORK PLAN****Program Component E  
LARC Usage****Goals: To assure the most efficient, and appropriate LARMC for each client.**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
All methods of FP are promoted in particular abstinence, condom use and LARCS	WNP, Nurse, and or MA explains the use of methods, condom use, abstinence and LARCS to new clients	100% of new clients are educated, FP method provided with 30% using LARCS	WNP, Nurse and MA	On going
Medical assessment and LARC method use	Every new patient undergoes a medical exam and FP and LARC use methods explained, offered and provided	100% of the new patients receive a medical exam and FP method provided targeting 30% LARC use	Nurse Practitioner	On going
Laboratory Services	Every new patient receives laboratory services	100% of the new patients receive laboratory services	Nurse Practitioner , LVN and MOA And lab staff	On going
LARMC Inventory is maintained	All LARMC is procured before start of contract	Enough LARMC supplies are maintained to serve at least 25% of the new patients if needed	clerk and MOA	On going
Ensure a diversity of LARMC supplies	Ensure enough quantities of Paragard, Mirena,		WNP, supervisor and clerk	On going

	Nexplanon, and Depot Provera are maintained based on historical demand			
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CITY OF LAREDO HEALTH DEPARTMENT  
Organizational Chart



## **AGREEMENT**

STATE OF TEXAS       §

COUNTY OF WEBB       §

This agreement is made by and between the City of Laredo Health Department ("Department") and Victor D. Trevino, M.D., ("Provider").

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

### **DEFINITIONS**

1. **DEPARTMENT:** Refers to the City of Laredo Health Department and has its principal place of business at 2600 Cedar Avenue, Laredo, Texas.
2. **PROVIDER:** Refers to medical doctor who is a physician licensed to practice medicine in the State of Texas and has principal place of business at 101 W. Village Blvd. Provider desires to render professional services for the City of Laredo Health Department on the terms and conditions provided in this agreement.
3. **CHS/Maternal & Child Health (MCH) and Primary Health Care (PHC) Title V Programs:** Programs funded through the Department of State Health Services.

The Department desires to engage the services of the Doctor as the MCH Title V Program Clinician (Physician) to provide services to residents of Laredo, Texas who meet the eligibility criteria.

### **SCOPE OF SERVICES**

The Provider agrees to render all physician services necessary within the scope of practice for appropriate treatment of patients as defined and described by rules, regulations, standards and guidelines in effect with Texas Department of State Health Services, CHS-Maternal & Child Health and Primary Health Care Title V Programs. See Attachments a, C, D and E. Provider also agrees to serve as Medical Services Coordinator for both MCH and PHC services (attachment A and E).

### **TERM**

This agreement will commence on October 01, 2015 and will continue until September 30, 2016; either party may terminate this agreement by giving seven days written notice to the other party. Contract can be extended another year and is contingent on funding availability.

### **EQUIPMENT AND FACILITIES**

The City of Laredo Health Department will provide an office and examination room on its premises at 2600 Cedar Avenue, Laredo, Texas for use by the Provider in treating and examining eligible patients for the above mentioned program. Moreover, the facilities provided will contain the medical equipment and supplies needed to meet the ends of the program.

### **HOURS**

Due to the nature of the clinic, days and times will be scheduled by the Department as needed. One clinic per week will be scheduled to provide prenatal care services for patients attending the maternity clinic. Services to be provided as described in Attachment B of this agreement.

## **COMPENSATION**

The Department will pay the Provider at the rate of \$175.00 per clinic, and \$500 per month to serve as Medical Services Coordinator as described in Attachment A and E of this agreement. The total cumulative payment to the Provider under this contract for services provided as described in Attachments A, B, C, D and E shall not exceed \$21,000.00 for the term of the contract. Reimbursement will be paid on a monthly basis upon receipt of an invoice submitted by Provider to Department, following City of Laredo reimbursement policies.

Invoices for any services provided as described in Attachments B, C, and D must be received by the Department no later than the 10<sup>th</sup> of the month following the month in which the services were provided. The Provider agrees not to charge Department patients for any services rendered that are paid by the Department. The final invoice (month September 2016) needs to be submitted to the City of Laredo Health Department, ATTN: Billing & Registration Division no later than September 15, 2016 for payment.

## **RELATIONSHIP OF THE PARTIES**

It is understood and agreed that the relationship of the Provider to the Department is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

## **INSURANCE AND INDEMNIFICATION**

**IT IS THE INTENTION OF THE PARTIES THAT THE PROVIDER BE AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE UNDER THIS AGREEMENT. IN ORDER TO PROTECT THE DEPARTMENT FROM LIABILITY, THE PROVIDER MUST MAINTAIN A POLICY OF MALPRACTICE INSURANCE IN THE MINIMUM AMOUNT OF \$200,000.00 AND WILL FURTHER INDEMNIFY AND HOLD THE DEPARTMENT HARMLESS FROM ANY AND ALL CLAIMS ARISING OUT OF THE PERFORMANCE OF THE REQUIRED SERVICES.**

**THE PROVIDER FURTHER AGREES TO FURNISH THE DEPARTMENT WITH A COPY OF HIS/HER TEXAS MEDICAL LICENSE, PROOF OF LIABILITY INSURANCE, DEA NUMBER AND TO GIVE NOTICE OF ANY CHANGES IN THE MALPRACTICE INSURANCE COVERAGE OR INSURER AND TO PROVIDE UPDATE RENEWALS COPIES OF LICENSE AND PROOF OF INSURANCE TO THE DEPARTMENT, AS WELL AS PROOF OF IMMUNIZATION STATUS.**

## **NOTICES**

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

Victor D. Trevino, M.D.  
101 W. Village Blvd.  
Laredo, TX 78041

Hector F. Gonzalez, M.D., M.P.H., Director  
City of Laredo Health Department  
2600 Cedar Avenue  
Laredo, TX 78040

## **DISPUTE OR CONTEST**

In the unlikely event that a dispute which is litigated or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this agreement the losing party shall bear the cost of the attorneys' fees incurred by the prevailing party and any and all court costs applicable thereto.



### **CORPORATE AUTHORITY**

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

### **FUNDING**

This agreement is contingent upon funding being available for the term designated in this agreement. The Provider shall have no right of action against the Department in the event that the Department is unable to perform its obligations under this agreement as a result of this suspension, termination, withdrawal or failure of funding to the Department.

### **MEDICAID REIMBURSEMENT**

Provider authorizes the Department to apply for a Medicaid/Medicare provider number for him/her; same to be used under the Department's Medicaid/Medicare group number, allowing the Department to bill Medicaid/Medicare for services provided to eligible Medicaid/Medicare clients on site. The Provider number issued under this application does not contravene Providers private practice Medicaid/Medicare provider number. Provider further agrees to give notice to Department of any change to his/her status (debarred, suspended, revoked, or exclusion) to participate in any federal grant programs during the term of this agreement.

### **PROFESSIONAL STANDARDS**

The Provider agrees to abide by and perform his/her duties accordance with the applicable ethics of his/her profession, and all applicable federal, state, and municipal laws, regulations and ordinances regulating his/her profession.

### **AMENDMENT OR MODIFICATION**

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

### **HIPAA AGREEMENT**

(See attached Addendum for Contractors under the Health Insurance Portability and Accountability Act of 1996)

### **ASSIGNMENT**

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the Department.

**ENTIRE AGREEMENT**

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

**PARAGRAPH HEADINGS**

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.


**NO WAIVER**

A failure or delay in the enforcement of the rights detailed in this agreement by either party shall not constitute a waiver of rights or be deemed a basis for estoppel. The parties may exercise their rights under this agreement despite delay or failure to enforce those rights.


**TEXAS LAW**

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Laredo, Texas. SIGNED, accepted, and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2015, by the undersigned parties, executed in duplicate by authorized representatives.

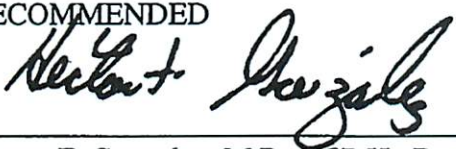
**DEPARTMENT**

By:  9/29/15  
Jesus M. Olivares Date  
City Manager

**PROVIDER**

By:   
Victor D. Trevino, M.D., Date

**RECOMMENDED**

By:   
Hector F. Gonzalez, M.D., M.P.H. Date  
Health Director 9-22-15


74-2882192  
Social Security or Tax ID Number  
UPIN NO. \_\_\_\_\_

**APPROVED AS TO FORM**

By:   
Kristina L. Hale Date  
Assistant City Attorney 9/28/15

Address to where reimbursement  
will be send  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTESTED:**

By:   
Gustavo Guevara, Jr.  
City Secretary



**NO COUNCIL ACTION REQUIRED**

**Provider's Duties and Responsibilities**

This attachment is hereby considered part of the agreement by and between the Provider **Victor D. Trevino, M.D.**, Medical Services Coordinator of the Department's MCH Title V /CHIP Perinate Program for the term beginning October 1, 2015 to September 30, 2016.

In fulfilling the terms of this agreement the Provider hereby agrees to carry out the duties and responsibilities as follows:

**I. Scope of Service: Medical Services Coordinator**

1. Review, revise, implement and monitor the maternity, family planning, and child health protocols in accordance with the Texas Department of State Health Services (DSHS) guidelines and standards.
2. Serves as liaison for the MCH clinic contract physicians and works towards enhancing the Department's maternal, family planning, and child health services.
3. Recruit physicians as needed for the provision of clinical services.
4. Conduct in-service training regarding new medications and/or procedures for the maternity clinic staff.
5. Keep the Department's administration and maternity clinic supervisory staff informed of any changes or new recommendations with regards to maternal and child health procedures.
6. Participate in Quality Improvement Risk Management (QIRM)/PRC committee activities which may include:
  - (a) Chart reviews.
  - (b) Annual evaluation of providers.
  - (c) Patient's complaints and their resolution.
  - (d) Monitor adverse outcomes (identify trends, prepare/implement a corrective action plan on training to address findings identified).
  - (e) Attend quarterly PRC Meetings.

**II. Schedule of Fees:**

The Department will reimburse the Provider at rate of \$400 per month of this service. Reimbursement will be paid on a monthly basis.

**Specific Duties and Responsibilities**

This attachment is hereby considered part of the agreement by and between the Provider **Victor D. Trevino, M.D.**, and the Department's MCH Title V/CHIP Perinate Program for the term beginning October 1, 2015 to September 30, 2016.

In fulfilling the terms of this agreement the Provider hereby agrees to carry out the duties and responsibilities as follows:

**I. Scope of Service:     **Maternity Prenatal/Postpartum Family Planning Clinic****

1. Will be present at the clinic on the designated day ready to begin the clinic between 9:00 a.m. to 10:30 a.m.
2. Provide prenatal care services for the patients attending the maternity clinic.
3. Provide gynecological services for the patients attending the maternity clinic.
4. Review the patient referrals for dysplasia services; for example, colposcopy, colposcopy and biopsy, cryosurgery, LEEP, or laser treatment.
5. To provide clinical services as per Maternity Prenatal/Postpartum Family Planning Clinic protocols and clinical pathways as established by the clinical Medical Services Coordinator.
6. Provide services as agreed upon by both parties according to clinic (date and time) schedules.
7. Give prior notification to the Department if not able to keep a clinic schedule in order for the Department to cancel and/or re-schedule patient appointments.
8. Refer patients for laboratory and sonogram services as per the existing policies and procedures of the Department.
9. Complete the patient medical records as stipulated by the Department's protocols and medical records system. Medical records are subject to Quality Assurance review and Provider will receive a semi-annual performance evaluation based on DSHS-QA core tool.
10. To provide clinical services as per Department of State Health Services (DSHS) Maternal & Child Health Guidelines and Standards.

**II.     **Maternity Clinic Practice Guidelines****

1. High risk OB patients should be referred and consulted by the high risk OB/GYN clinic physicians.
2. The primary physician may obtain one initial NST and one follow-up; one pelvic sonogram and one follow-up. For more NSTs or pelvic sonograms a medical indication must be documented on chart with referral; and may be subject to review.
3. All efforts should be made by the physician to see all the clinic patients on the same clinic day beginning at the scheduled hour; unless emergencies arise.
4. Physicians should also be available for clinic nurses whenever a question arises on their patients.
5. Participate in Quality Improvement Risk Management (QIRM) committee activities.

**III.     **Schedule of Fees:****

Department will compensate the Provider for services rendered on a per clinic basis at the rate of \$175 per clinic, not to exceed one clinic per week.

**ATTACHMENT C**

**Specific Duties and Responsibilities**

This attachment is hereby considered part of the agreement by and between the Provider **Victor D. Trevino, M.D.**, and the Department's MCH Title V Program for the term beginning October 1, 2015 to September 30, 2016.

In fulfilling the terms of this agreement the Provider hereby agrees to carry out the duties and responsibilities as follows:

**I. Scope of Service: Sonogram and interpretation**

1) Title V clients will be referred by the Department to the Providers office for the initial sonogram.

- Complete ultrasound - a complete evaluation of the pregnant uterus, to include fetal number, viability, presentation, dating measurements, complete anatomical survey; placental location and characterization; and amniotic fluid assessment. To be performed by individuals with appropriate training and expertise.
- Follow-up or limited ultrasound - a brief, limited evaluation of the pregnant uterus which may follow a previous complete or be an initial exam prior to 12 weeks. Includes fetal number, viability, presentation, dating measurements, limited anatomic assessment; placental localization and characterization; and amniotic assessment.

*(From Title V Schedule of Allowable Services, 2015-16).*

- 2) The Department will be responsible for scheduling the appointment with the Provider's office, and the client will be informed of the appointment date and time.
- 3) The Provider will perform the initial sonogram and interpretation; the sonogram reports will be picked up by a Department representative each week. Abnormal will be called in to maternity clinic by physician's clinic staff.
- 4) The Provider will furnish the Department an itemized bill for Title V patients only on a monthly basis, including: date of service, client name, type of service and fee.
- 5) The client will not be billed additional charges for the sonogram services. The Provider will accept the Department reimbursement as full and complete reimbursement for sonogram services.
- 6) Should it be determined by the Provider that a follow-up sonogram is medically indicated (See list on attached page) and necessary then the Department will refer and schedule the client for one follow-up sonogram.
- 7) All clients referred by the Department either for initial or follow-up sonogram to the Providers office will present a letter of referral from the Department for the services to be provided.  
**The referral will be valid for only one visit.**

**II. Schedule of Fees:**

Initial Sonogram ..... \$ 55.00 (fee includes interpretation)  
Follow-up Sonogram ..... \$ 25.00 (fee includes interpretation)

- The Department hereby agrees to reimburse the Provider for services rendered to **Title V eligible clients only**. We will reimburse for one initial sonogram and a follow-up sonogram.
- The Department will not reimburse the Provider for services provided to clients with CHIP Perinate, Medicaid or pending Medicaid eligibility. It is the Provider's responsibility to request reimbursement from CHIP Perinate/Medicaid for these clients. **Provider will bill patient for services not covered by Medicaid.**

**III. Term:**

Provision for these services will continue only until such time as Department is able to obtain the medical equipment necessary to provide these services in-house at the Department's maternity clinic.

**ATTACHMENT D**

**Specific Duties and Responsibilities**

This attachment is hereby considered part of the agreement by and between the Provider **Victor D. Trevino, M.D.**, and the Department's MCH Title V Program for the term beginning October 1, 2015 to September 30, 2016.

In fulfilling the terms of this agreement the Provider hereby agrees to carry out the duties and responsibilities as follows:

**I. Scope of Service: Non-Stress Test**

- 1) Clients will be referred by the Department to the Providers office for the Non-Stress Test.
  - Non-Stress Test (NST) - fetal well-being assessment to be performed in the presence of identified risk factors, usually once a viable gestational age has been reached. (From *Title V Schedule of Allowable Services, 2015-16*).
- 2) The Department will be responsible for scheduling the appointment with the Provider's office, and the client will be informed of the appointment date and time.
- 3) The Provider will perform the Non-Stress test; the Non-Stress test reports will be picked up by a Department representative each week.
- 4) The Provider will furnish the Department an itemized bill on a monthly basis, including: date of service, client name, type of service and fee.
- 5) The client will not be billed additional charges for the Non-Stress test services. The Provider will accept the Department reimbursement as full and complete reimbursement for the Non-Stress test services.
- 6) Should it be determined by the Provider that follow-up Non-Stress test are medically indicated and necessary then the Department will refer and schedule the client for the follow-up Non-Stress test. (See list on attached page).
- 7) All clients referred by the Department either for initial or follow-up Non-Stress test to the Providers office will present a letter of referral from the Department for the services to be provided. The referral will be valid for only one visit.

**II. Schedule of Fees:**

**Non-stress test:**

- \$25.00 per test with a maximum reimbursement of one initial Non-stress test and a follow-up.
- The Department hereby agrees to reimburse the Provider for services rendered to **Title V eligible clients only**.
- The Department will not reimburse the Provider for services provided to clients with CHIP Perinate, Medicaid or pending Medicaid eligibility. It is the Provider's responsibility to request reimbursement from CHIP Perinate/Medicaid for these clients. Provider will bill patient for services not covered by Medicaid.

**III. Term:**

Provision for these services will continue only until such time as Department is able to obtain the medical equipment necessary to provide these services in-house at the Department's maternity clinic.

**ATTACHMENT E**

**CITY OF LAREDO HEALTH DEPARTMENT**

**“La Familia” Health Project**  
**Provider's Specific Duties and Responsibilities**  
**Provider's Duties and Responsibilities**

This attachment is hereby considered part of the agreement by and between the Provider **Victor Treviño, M.D.**, for the Department's La Familia Health Care Project, term beginning September 1, 2015 to August 31, 2016.

In fulfilling the terms of this agreement the Provider hereby agrees to carry out the duties and responsibilities as follows:

In fulfilling the terms of this agreement the Provider hereby agrees to carry out the duties and responsibilities as follows:

**Scope of Service:**

**Medical Coordinator** (Department will reimburse \$100/month for this service)

Participate in Quality Improvement Risk Management (QIRM)/PRC committee activities which may include:

- (f) Chart reviews.
- (g) Annual evaluation of providers.
- (h) Patient's complaints and their resolution.
- (i) Monitor adverse outcomes (identify trends; prepare/implement a corrective action plan on training to address findings identified).
- (j) Attend quarterly PRC Meetings.

**Clinical Provider**

- (b) Provide medical evaluation, treatment, diagnostic services and follow-up to eligible clients.
- (c) Refer patients for specialty consultations as client needs require.
- (d) Refer all chronic disease patients especially those with diabetes, hypertension and metabolic syndrome to Disease Self Management (Healthy Living/Viviendo Mejor) of the health department
  - a. Learning Healthier Cooking
  - b. Learning to become more physically active
  - c. Participate in Peer support and psycho-social education
  - d. Learn about one's own disease and how to manage it
- (e) Patient records - appropriate documentation and signature on records and clinic encounter forms.
- (f) Participate in staff development and provide written protocols for nurses to monitor and assist with patient compliance and maintenance.

**Clinic**

## **HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT**

This is a HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (hereinafter "HIPAA") Business Associate Agreement made between Victor D. Trevino, M.D., Business Associate (hereinafter "BA") and the undersigned City of Laredo through its City of Laredo Health Department-Covered Entity, (hereinafter "CE"), in consideration of the use and disclosure of Protected Health Information (hereinafter "PHI") on behalf of the CE, in accordance with the Standards for Privacy of Individually Identifiable Health Information pursuant to the Health Insurance Portability Act of 1996 (HIPAA).

### **RECITALS**

That it is the desired intention of the CE to disclose certain information to the BA pursuant to the terms of the Underlying Agreement, some of which may constitute PHI.

Other than limitations set forth in this agreement, the forthwith BA may use or disclose PHI solely to perform the agreed upon services contracted with the CE.

The HIPAA Regulations, 45 C.F.R. § 164.502 (e)(2), requires the CE to enter into an agreement with the BA prior to disclosure of PHI that contains the specific requirements set forth in 45 C.F.R. §§ 164.502(e) and 164.506(e). In accordance with the HIPAA Regulations, these specific requirements are contained in this Business Associate Agreement.

### **OBLIGATIONS OF BUSINESS ASSOCIATE**

Business Associate (BA) Agrees to the following:

1. Except as otherwise limited in this Agreement, the BA may not use or disclose PHI other than what is permitted or required by this Agreement or is required by law.
2. To use all of the necessary and essential safeguards in a permitted disclosure in no other manner that would not constitute a violation of the Privacy Rule if disclosed by the BA.
3. To report to the CE any use or disclosure of the PHI not provided for by this Agreement within five (5) days of becoming aware of such disclosure.
4. To ensure that the BA make a proper accounting of all information of the PHI and maintain all of its internal practices, books and records relating to the use and disclosure of PHI received from or created; or received by the BA on behalf of the CE and make available to the Secretary of Health and Human Services 200 Independence Avenue, S.W., Washington D.C., 20201 or by telephone at (800) 368-1019, so as to determine the CE's HIPAA compliance status.
5. The BA shall take the appropriate safeguards necessary to prevent the use or disclosure of PHI.
6. All agents of the BA shall additionally comply and agree in writing to comply with the same restrictions and conditions incumbent upon the BA with respect to the PHI. As additional assurance of this compliance, the BA shall implement and impose sanctions against any agents or subcontractors who violate these restrictions or conditions of any such violation.



### OBLIGATIONS OF COVERED ENTITY (CE)

That the CE shall be responsible for using all necessary and appropriate safeguards in order to ensure and maintain confidentiality, privacy and the utmost security of PHI transmitted to the BA pursuant to this Business Associate Agreement and furthermore shall notify the BA of any existing restrictions as to the use or disclosure of any PHI including any known changes in or revocations of permission by any individual whose PHI is transmitted to such extent that such changes may affect the BA use or disclosure of this PHI.

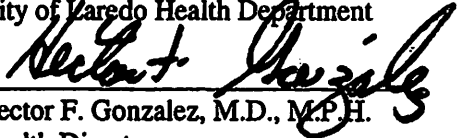
### TERM AND TERMINATION

The term of this Agreement shall be effective and shall remain in force for the duration of the professional services agreement between the parties. Upon any material breach by the BA where a cure is not possible the CE may immediately terminate this Agreement. Thereafter all PHI shall be returned to the CE by the BA.

In WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement as of the following directive.

COVERED ENTITY:

City of Laredo Health Department

  
Hector F. Gonzalez, M.D., M.P.H.  
Health Director

BUSINESS ASSOCIATE:

  
Victor D. Trevino, M.D.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LAREDO  
CLASS SPECIFICATION**

**Job Code: 40079**

**POSITION:** Licensed Vocational Nurse III (PHC)

**REPORTS TO:** Associate Director of Programs, Chief of Primary Care

**DEPARTMENT:** HEALTH

**JOB SUMMARY:**

Performs clinical tasks appropriate for a License Vocational Nurse III with the City of Laredo Health Department. Supervises and manages manpower and resources assigned to the Integrated Primary Care Clinic (IPCC). Ensures all daily functions of the IPCC and prepares appropriate correspondence, such as monthly, quarterly, midyear, and end of contract program and budget reports. Assures all quality assurance activities are conducted as needed (i.e. appropriate medical record information, all physician, physician assistant, nurses, medical assistant, and clerk's medical record entries are appropriate) and appropriate follow-up action. Holds meetings with staff and inspires team cohesion and team building. Maintains a well trained IPCC team. Ensures all programs (Maternity, La Familia, Family Planning, and other ancillary services) adhere to City of Laredo policy as well as Texas Department of State Health Services (TDSHS) standards. Reports any unusual activities, staff, and or patient incidents to the Associate Director of Programs without delay.

**ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:**

- Provides administrative, program and advanced clinical support in patient care, clinical services, and preventive health or in disease control.
- Reports communicable diseases to Epidemiology.
- Monitors program performance utilizing objectives and productivity as guidelines and assists program staff with program management.
- Maintains up to date with changes in departmental policies and procedures and ensures compliance with the same.
- With assistance from other medical and clinical personnel, obtains health histories and other pertinent information, takes blood pressures, heights, and weights; fills out lab slip and instructs patients on collection of specimens.
- Provides patient education and instruction using appropriate tools and literature that are culturally appropriate.
- Promotes Employee Health and Wellness for City employees.
- Participates in health fairs and conferences.

## City of Laredo Health Department

- May provide specific clinical and program nursing support and preventive measures, such as: administers PPDs and other therapeutic injections as ordered by the physician.
- Gives initial prescription and refills prescriptions as indicated and instructs patient or parent accordingly; assists the physician during clinics, completes records and keeps CSAs informed with information regarding patient follow up.
- Provides DOT/DOPT to in-clinic patients in the TB Program.
- Administers vaccines as appropriate for both children and adults and provides instruction and planning on vaccine preventable disease control; conducts surveillance and disease investigation as per program guidelines.
- Supports specific services such as WIC, preventable disease control, primary care, and immunization services; provides maternal and child health services as appropriate.
- Provides disease control services (TB, Health Education, etc.).
- May screen patients appropriately and as per program guidelines for vital signs including weight, height, blood pressure checks, pulse, and blood sugar levels; list any present medications or treatment; routes patients for specific program; records accurate and complete information (obtains appropriate follow up services; x-rays, lab, medical records, etc.).
- Exchanges information with appropriate CLHD programs, and or City-County entities.
- Coordinates and refers potential clients to the Sexually Transmitted Disease clinic, HIV, TB, Dental Services, WIC, SNAP, THHSC Counselor (Medicaid), Texas Health Steps, Chip Medicaid, Immunizations, Cancer Prevention Institute of Texas (CPRIT), Nurse Family Partnership, Healthy Texas Babies, and Children's Environmental Health.
- Supervises nursing staff, and assures the appropriate performance of all patient care providers, and non-professional personnel.
- Serves as team leader for program and staff. May act a Chief of Primary Care in the absence of latter.
- Performs high skilled program judgment, provides training and follow up to assure compliance.
- Assist in developing and implementing quality assurance programs.
- Assists in developing in-service training and educational programs.
- May check or screen patients as per program guidelines for any symptoms of high blood pressure, stroke (cardiovascular), diabetes, and diabetic care (skin and foot); teach hygiene; screen patients for drug compliance and administration.
- May prepare health risk profiles for cardiovascular metabolic, genetic, or cancer symptomology. Provides education utilizing teaching aids and literature appropriate for these health issues.
- Instructs and provides orientation for treatment (hours of injection, meal schedule, diet, and use of special tools—glucometer).

## **City of Laredo Health Department**

- Assists or fully functions in the immunization services (childhood and adult vaccine preventable diseases), maternal and child health services, tuberculosis elimination services, preventive health services, and Women, Infants and Children (WIC) services, STD and HIV.
- Perform outreach activities by traveling to surrounding areas of the community; screen patients and provides educational and referrals to other programs according to their health risks.
- Performs related work as assigned.

### **MATERIALS AND EQUIPMENT USED:**

- |                    |                    |                     |
|--------------------|--------------------|---------------------|
| ○ Sphygmomanometer | ○ General Office   | ○ Computer          |
| ○ Stethoscope      | Equipment          | ○ Measuring tape    |
| ○ Glucometer       | ○ PDE              | ○ Other medical     |
| ○ Weight Scale     | ○ Vaccine Syringes | equipment as needed |

### **MINIMUM QUALIFICATIONS REQUIRED:**

- High School diploma or GED
- Graduate from a State approved School of Vocational Nursing
- Four (4) years of health/clinical experience, one of which shall have been in a supervisory or management capacity.

### **LICENSE AND CERTIFICATIONS:**

- State of Texas Vocational Nursing License
- CPR certification

### **KNOWLEDGE, SKILLS AND ABILITIES:**

- Knowledge of modern nursing practices, procedures, and techniques.
- Knowledge of nursing assessment techniques.
- Ability to follow regulations, procedures, policies and proper protocol of local and State health department.
- Ability to work with patients of all ages and the public tactfully and courteously.
- Ability to establish and maintain effective professional relationships with public and private agencies, health officers, patients, and the public.
- Ability to understand and communicate effectively both orally and written instructions.
- Ability to orally communicate in English and Spanish.

### **PHYSICAL:**

Good health and physical condition sufficient to permit full performance of duties of the position.

**OTHER:**

**Possess means of transportation, Texas Driver's License, and minimum liability insurance.**

This class specification should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.

**CITY OF LAREDO  
CLASS SPECIFICATION**

**Job Code: 20252**

**JOB TITLE:** Clerk Typist  
**SALARY:** \$8.50 - \$14.45 Hourly  
**REPORTS TO:** Licensed Vocational Nurse III  
**DEPARTMENT:** HEALTH

**JOB SUMMARY:**

Provides eligibility screening of patients for admission to La Familia, MCH, Family Planning, and Dental Programs. Performs routine clerical and general office work. Performs receptionist duties for high volume clinic. Maintains patient records and files, makes copies, and performs light typing duties. Monitors and ensures accuracy and completeness of patient charts. Schedules and calls patients for appointments.

Performs duties as a technical clerk or typist. Types routine letters, tables, reports, forms, memoranda, registrations, licenses, and other material from copy, rough draft, dictaphone, and detailed instructions. Makes copies, assists the public as needed, performs receptionist duties, and maintains record and filing systems. Monitors and ensures accuracy, propriety, and completeness of invoices, patient charts, claims, reports, and documents, and standardized computer input-output data. Complies with the City of Laredo Customer Service Policy.

**ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:**

- Provides eligibility screening for admission to La Familia, MCH, Family Planning, and Dental Programs and presumptive eligibility. Complies with established time frames for eligibility determination requirements.
- Responsible for timely preparation of required weekly, monthly, quarterly, and annual reports (activity, demographic, statistical, and program) as may be required by program supervisor.
- Conduct and completes submission of time worked by contract workers for payment program payroll activities for the contract providers on a timely basis following policies and procedures.
- Files in patient records in an orderly manner and able to retrieve patient records in a timely manner. Files lab reports forms in patient records according to established format for the records.

## City of Laredo Health Department

- Records, indexes, retrieves and files correspondence, reports, cards, prescriptions, plans and specifications, records, claims, patient charts, and other material accordingly to predetermined classifications.
- Accurately prepares initial record for new eligibility determination for clinical services.
- Receives, sorts, stamps, and distributes program mail; prepares material for outgoing mail. Sends outgoing faxes and receives incoming faxes.
- Calls and/or mails letters for patient appointments or returns to clinic.
- Completes and maintains various routine forms, charts, records, reports and files, including daily verification of patients served.
- Oversees the work of the students, training to correctly file and respond to patients.
- Maintains adequate inventory of office supplies and office equipment.
- Types and proofreads minutes, letters, memoranda, arrest logs and files, reports, claims, forms, patient's charts, requisitions, and invoices working from rough drafts, dictating machine, verbal instructions, or established procedures; enters information on a CRT word processing unit or remote computer terminal.
- Prepares and processes various records, reports, and files, such as personnel records, cost accounting reports, etc.
- Follows prescribed procedures in the issuance of a variety of permits and licenses; receives and accurately accounts for money received by department; prepares deposit slips.
- Performs receptionist duties; greets visitors, receives and accurately dispenses or information by telephone, letter, or by direct contact with the public; courteously explains departmental policies and/or procedures; schedules appointments.
- Operates office machines and equipment, including CRT terminals, in the performance of assigned clerical duties such as information retrieval and data entry, scheduling and tracking of patients.
- Receives, stamps, logs in and distributes laboratory specimens; submits results to different clinics.
- Completes purchase orders and requisitions; orders departmental supplies such as chemicals, gasoline, diesel fuel, office supplies, etc.
- Performs a variety of routine posting operations for bills, requisitions, purchase orders, etc.; prepares reports involving tabulations of posted data and arithmetic calculations.
- Gathers copies and distributes a variety of forms, records, charts, and reports.
- Verifies employee timesheets and timecards for payroll.
- Assists other clerical staff in performing their duties when required.
- Performs related work as assigned.

### **MATERIALS AND EQUIPMENT USED:**

- General Office Equipment

**MINIMUM QUALIFICATIONS:**

- High School Diploma or G.E.D.
- At least one (1) years of general clerical work experience

**LICENSES AND CERTIFICATIONS:**

- Valid Texas Driver's License.

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Knowledge of business English, arithmetic, and modern office practices, procedures, and methods.
- Ability to make simple arithmetic computations and tabulations accurately.
- Ability to operate a variety of office equipment.
- Ability to type 45 words per minute.
- Ability to understand and follow quickly and accurately written and oral instructions.
- Ability to communicate clearly and effective, both orally and in writing.
- Ability to deal with other employees, patients, and other members of the public tactfully and courteously.
- Ability to perform general clerical duties such as typing, filing and answering the telephone.
- Ability to prepare and maintain accurate files, records, reports, logs and inventories.
- Ability to orally communicate in English and Spanish
- Ability to work well with others.
- Ability to maintain good health and physical condition sufficient to permit the full performance of the duties of the position.

**PHYSICAL:**

Working closely with others and/or alone inside an office exposed to dry atmosphere. Work involves 1% of the time traveling by car. Work requires operation of office equipment & mechanical equipment; reaching above shoulders, twisting, standing, sitting, simple grasping, walking, pushing, climbing stairs, and light carrying & lifting (under 24 lbs). Ability to see, write, count, read, identify shade of colors, perceive depth, and hearing is needed to perform essential functions of this position.

This class specification should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.





**CITY OF LAREDO**  
Department of Human Resources  
1110 Houston Street  
Laredo, TX 78040

<http://www.ci.laredo.tx.us>

**INVITES APPLICATIONS FOR THE POSITION OF:  
RN, Nurse Practitioner Supervisor, (B152999-1), R40, City Fund Pro/Health Grant**

*An Equal Opportunity Employer*

**SALARY**

\$24.35 - \$32.88 Hourly    \$1,948.00 - \$2,630.40 Biweekly    \$4,220.67 - \$5,699.20 Monthly  
\$50,648.00 - \$68,390.40 Annually

**OPENING DATE:** 12/04/14

**CLOSING DATE:** 12/30/14

**DEPARTMENT:** Health

**THE POSITION**

Provides mid level prescriptive nursing clinical care and family medicine (adult and children's primary care) as well as assists in screening in maternal and child health, women's health, chronic disease preventive primary care STD services. Serves as the lead medical clinician under the physician; applies professional clinical nursing care and principles of patient care to the operation of the clinic care services; participates in analyzing, planning, developing, and coordination of the public health clinic services. Specific Services will include clinical care, women's health, early childhood wellness care, chronic disease preventive primary care, family health, STD, HIV, and family medicine.

**JOB DESCRIPTION**

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Knowledge of practitioner clinical care in preventive primary care, family medicine, children's health, and women's health.
- Knowledge of professional nursing techniques.
- Knowledge of principles and practices of general specialization nursing in women's health, family health, family planning, children's health using skills enabling action as a physician extender with the oversight of a physician.
- Knowledge of family health clinical nursing as well as child preventive health care and women's health.
- Knowledge of principles of public health nursing, diagnostic and prescriptive care, and diagnostics.
- Knowledge of cultural, social, and economic forces in family and group relationships that impact clinical care and public health outcomes.
- Knowledge of the techniques of teaching and group leadership.
- Ability to apply principles and techniques of public health nursing.
- Ability to work productively with individuals, with professional and other groups in the community.
- Ability to communicate clearly and effectively with individuals and groups, both orally and in writing.
- Ability to plan and execute work.
- Ability to speak both the English and Spanish language.
- Ability to give directions to and gain support from assigned staff.

- Ability to maintain a valid Texas Driver's License and a good driving record.
- Ability to maintain effective professional working relationships with other employees and respond to general public needs.
- Ability to project a positive and professional image of the City of Laredo.
- Required to comply with all City of Laredo's policies and procedures.
- Ability to maintain good health and physical condition sufficient to permit the full performance of the duties of the position.

**PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:**

Work is performed inside an office, library, or computer room. Work is exposed to a variety of weather conditions and outdoor elements, such as: excessive intermittent noise. Work is exposed to a variety of environmental conditions, such as: exposed to unknown & dangerous conditions, unusual environmental stress, contagious infectious disease, irritating chemicals, life-threatening situations, dry atmosphere, solvents, and constant noise. Capable of working closely with others or alone, working long or irregular working hours, working shift work and/or weekends, and traveling by car 5% of the time. Ability to operate a motor vehicle and office equipment; Work requires light to moderate carrying (under 15 pounds up to 44 pounds), light to moderate to occasional lifting (under 24 pounds up to 50 pounds), straight pulling, simple grasping, repeated bending, sitting, standing, pushing, crouching, crawling, twisting, kneeling, stooping, climbing stairs, walking, and reaching above shoulders. Ability to see, write, read, count, identify shade of colors, perceive depth, and hearing is needed to perform the essential functions of this job.

**ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:**

- Works under the physician for MCH (Maternal and Child Health), women's health and family medicine, and Primary Care Preventive Services.
- Coordinates and monitors the activities of the Family Medicine, Wellness Clinic Services, and primary care chronic disease prevention services; conducts operations of the clinics in accordance with all clinical care SOP, city policies and guidelines, as well will follow quality management policies and performance measures.
- Assesses new family medicine and children's medical, and social histories and current status of patient; provides referrals to other health agencies and resources as per State guidelines, WIC (Women, Infants, and Children), etc.; provides prenatal counseling and prescriptions as per physician's protocols.
- Provides chronic disease preventive primary care for adults, women's, and children's health.
- Conducts patient return visits, reviews current medications, charts, labs etc. for compliance of care and provides counseling on prenatal problems.
- Conducts physical examinations for all screening and care procedures appropriate for the different clinical care services and applies professional nursing practices and principles.
- Provides post-partum counseling and patient evaluation with introduction to family planning methods and counseling on all methods of contraception; writes prescriptions as per doctor's protocol and coordinates with women's health services.
- Provides adult health and children's physical exams.
- Provides health education counseling as appropriate, as well as prescriptive and diagnostic care.
- Provides medical care for sexually transmitted diseases as per STD (Sexual Transmitted Disease) guidelines or physician's protocol.
- Provides appropriate client follow-up or referral to dysplasia clinic as per doctor's protocol.
- Evaluates and documents patients with possible pregnancy; provides instructions regarding pregnancy test.
- Assures all preventive measures are done regarding immunizations, annual dental, HT (height), DM (dimension), etc.
- Reviews and submits any program documentation needed to sustain care services.
- Assists with emergency clinics.
- Ensures that all nursing practices and procedures performed are in compliance with the

- rules and regulations governing public health nursing.
- Performs other related work as required.

**MINIMUM QUALIFICATIONS**

Master of Science degree in Nursing - Nurse Practitioner from an accredited college or university.

-AND-

At least one (1) year of work experience as a Registered Nurse.

-OR-

Associate's degree in Nursing from an accredited college or university.

-AND-

Completed a certification specialist program that was approved by the Board of Nursing in Texas to obtain a Nurse Practitioner license.

-AND-

At least one (1) year of work experience as a Registered Nurse.

**\*This position is grant funded. Therefore, it is solely dependent of availability of grant funds.\***

**VALID LICENSES AND CERTIFICATIONS**

Valid State of Texas Registered Nurse License is required.\*\*

Valid State of Texas Nurse Practitioner License is required.\*\*

Valid CPR Certification is required.\*\*

**\*\*Copies of certifications must be attached to application**

Valid Texas Driver License\*

\*If applicant holds an out-of-state license, a State of Texas Driver License must be obtained prior to employment.

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**As part of the minimum requirements for all positions with the City of Laredo, a thorough background check and certified school transcripts will be required from all applicants who are offered employment.**

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**Effective February 24, 1997, all selected applicants are required to undergo a drug and alcohol test prior to employment.**

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**Effective January 7, 2008, all persons in safety-sensitive functions/positions, as per City of Laredo Drug and Alcohol Policy definition, shall be subject to random drug and alcohol testing.**

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**A person with a disability who needs a reasonable accommodation related to a selection process is requested to contact the Human Resources Department at (956) 727-6460 two days prior to the scheduled test or interview.**

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**"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER, THE CITY COMPLIES WITH THE AMERICAN WITH DISABILITIES ACT."**

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APPLICATIONS MAY BE OBTAINED AND FILED ONLINE AT:

<http://www.ci.laredo.tx.us>

OR

1110 Houston Street,  
Laredo, TX 78040

EXAM #B152999-1  
RN, NURSE PRACTITIONER SUPERVISOR, (B152999-1), R40,  
CITY FUND PRO/HEALTH GRANT  
CT

**RN, Nurse Practitioner Supervisor, (B152999-1), R40, City Fund Pro/Health Grant Supplemental Questionnaire**

- \* 1. Select your highest level of education:
  - ☐ Associate's degree in Nursing
  - ☐ Master of Science degree in Nursing - Nurse Practitioner
  - ☐ I do not have a Nursing degree
- \* 2. Have you completed a certification specialist program that was approved by the Board of Nursing in Texas to obtain a Nurse Practitioner license?
  - ☐ Yes
  - ☐ No
- \* 3. Do you have at least one (1) year of work experience as a Registered Nurse?
  - ☐ Yes
  - ☐ No
- \* 4. Do you have a valid Registered Nurse License from the State of Texas? *(Note: If you answered "Yes" to this question, please make sure you attach a copy of your certification to your application)* **(Failure to thoroughly and accurately provide this information in the indicated section may result in your application not being processed)**
  - ☐ Yes
  - ☐ No
- \* 5. Do you have a valid Registered Nurse Practitioner License from the State of Texas? *(Note: If you answered "Yes" to this question, please make sure you attach a copy of your certification to your application)* **(Failure to thoroughly and accurately provide this information in the indicated section may result in your application not being processed)**
  - ☐ Yes
  - ☐ No
- \* 6. Do you have a valid CPR Certification? *(Note: If you answered "Yes" to this question, please make sure you attach a copy of your certification to your application)* **(Failure to thoroughly and accurately provide this information in the indicated section may result in your application not being processed)**
  - ☐ Yes
  - ☐ No
- \* 7. Are you aware and understand that the position you are applying for is a grant funded position that is solely dependent on available funds? *(If you answer **No** to this question, please contact the Human Resources Department at (956) 727-6460 so that we may explain it in detail).*
  - ☐ Yes
  - ☐ No
- \* 8. I understand that failure to complete **ALL sections** of my application, including the "Driver License", "Education", "Work Experience", "Certifications and Licenses" (if applicable), "Agency-Wide Questions", and "Job Specific Supplemental Questions" will result in my application not being processed.
  - ☐ I have read and understood the above information.
  - ☐ I have read and do not understand the above information. (Please contact the Human Resources Department at (956) 727-6460 for further explanation)
- \* Required Question

**FORM J: ASSESSMENT NARRATIVE**

**Legal Business Name of  
Respondent:**

City of Laredo Health Department

**Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.**

**Part A**

Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

<b>Source of Assessment Data</b>	<b>Date of Each Assessment Source</b>
County Health & Rankings, Robert Wood Johnson	March 2016
US Census Bureau, Census 2020	March 2016
World City, Laredo Trade Numbers, Ken Roberts	January 2014
Laredo/Webb County Community Health Needs Ass	January 2011
City of Laredo Health Department data	1900-2015

**Part B****1. A description of the community that will be served**

**A. Geographic boundaries:** Laredo/Webb County is an urban Texas/Mexico border community with large pockets of rural and unincorporated areas (colonias) It is the number one port of entry and the 3<sup>rd</sup> largest custom district in the US. Laredo is the metropolitan area and county seat. According to the United States Census Bureau, the city has a total area of 79.6 square miles (206.0 km<sup>2</sup>). The physical environment is arid with a high heat climate. The limited agriculture supported by irrigation has a vibrant oil and gas production more so with the fracturing Eagle Ford Shale industry. Its sister city is Nuevo Laredo, Tamaulipas Mexico.

**B. Demographic data:** US Census Bureau, reports Laredo has 248,142, a 5.1% increase with 95% of the population living in the Laredo metro area (sister city Nuevo Laredo Mexico has a population over 650,000). Daily estimates are that Laredo grows by over 100,000 persons who live, work, shop, eat at restaurants, use the health care facilities and go to school by the surrounding 7 smaller and rural counties and Nuevo Laredo. Latinos make up 95.6% of the population which is generally younger than compared to the State of Texas. The proportion of the population <than 5 years of age is 9.7%, compared to 7.7% for Texas. The COL population <18 years of age is 35% compared to 27.3% for Texas as a whole. Females were estimated at 51.6% of the population, as compared to the state, 50.4%. About 87.7% of the population is identified as White (state, 70.4%); Black and American Indian is 0.5%, and, Asians account for 0.6% of the population. Foreign-born persons residing in Webb County between 2009 and 2013 were estimated at 27.3% of the total population (state, 16.3%). Some 91.1% of the population age 5 and older speaks a language other than English at home. About 65.3% of persons age 25 and older has attained a high school diploma or higher, compared to 81.2% for Texas. Also,

17.7% of the COL population age 25 and older has a bachelor's degree or higher, compared to 26.7% for the Texas group.

**C. Socioeconomic data:** The Port of Laredo is a major International trade hub with four international bridges and one railroad bridge with three connecting to the sister city of Nuevo Laredo, Tamaulipas Mexico and one to the state of Nuevo Leon, Mexico. Laredo is the number one (1) inland port of entry and the 3<sup>rd</sup> largest custom district in the United States which helped the economy yet impact the already strained infrastructure on both sides of the border further impacted socio-economic status. The international trade generates low-paying jobs, including short haul drivers, loaders, warehouse workers, food and hotel (service) industry workers. Per-capita money income is \$14,797, compared to \$26,019 statewide. The proportion of the population living below the poverty level (2009-2013) was 30.8%, compared to 17.6% statewide. According to the U.S. Bureau of Labor Statistics, the unemployment rate in the Laredo metro area for 2014 ended with 4.3%. The largest sector for workforce employment is Trade, Transportation and Utilities, with 31.6% of the labor force, Government (22.8%), Education and Health Services (14.9%), and Leisure and Hospitality (10.5%). BLS estimated 98,700 individuals employed in all reported occupations in the Laredo metro area in DEC, 2014.

**D. Health status:** We are a HPSA and MUA with our 2011 CDC sponsored community health assessment stating that 40% of the population is uninsured, 35% have to go to Mexico for Health Care, 33% go to the pharmacy and for dental care in Mexico and the same 40 % uninsured responded that they see a doctor when they have to, when they are sick: PHC, Preventive health care and early detection is not adhered to adding to the cost of indigent care and hospital costs (ER). The local 1115 Medicaid Transformation Waiver assessment reported 1,137 deaths from all causes in 2008, Cardiovascular disease deaths 32.8% (31.1% for Texas), Cancer deaths 19.3% and Diabetes deaths 5.6% (3.1% in Texas). Age-adjusted prevalence rates per 100,000 population for heart disease, stroke, and cancer in Laredo closely follows state rates or, in some cases (heart disease), exceed them. Three for-profit acute care hospitals with a total of 569 beds serve Laredo. The ratio of Primary Care Physicals to 100,000 population (2012) is 39.6 compared to 69.1 for Texas. Rural and South portions of Laredo and 35 COL census tracts are identified as Medically-Underserved Primary Care Areas by the U.S. Department of Health & Human Services. Risk factors for premature death as a percent of the population include: no exercise (29.9%); few fruits and vegetables in diet (79.1%); obesity (23.8%); high blood pressure (14.1%); smoking (24.3%); and, diabetes (6.8%). Finally, the geographic isolation of this vulnerable and uninsured population increases health risk posed by health stressors (literacy, overweight, nutrition, lack of early detection), and high rates of poverty which are prevalent in the urban Laredo underserved census tracts and the underdeveloped unincorporated rural areas called "*colonias*". Long travel distances to health care facilities, lack of insurance coverage, fear of lost wages due to time required for health care services in facilities with high demand, inconvenient schedules at health care facilities, lack of transportation, and a lack of awareness of available health care programs are all barriers facing women in the service area. Women are likely to minimize the risks posed by a family history of inadequate preventive women's health care, chronic diseases or cancer and don't access health care nor have the knowledge to navigate the health care system and programs.

## **2. Description of the Priority Population**

### **E. Geographic service area:**

Because of need we will serve the uninsured and the under 200% of poverty in the most of need and at risk population area. This is also an MUA and HPSA area that requires our health care access services especially for women. In particular these areas are inner city Laredo and South Laredo, 34 census tracts within the Laredo city limits for HTW.

Similarly, HRSA lists 35 census tracts in Laredo/Webb County as MUAs. The need for preventive health care, primary care and early detection services as well to increase services to assure health care access is a greater need in these areas especially for women. Although many in other parts of Laredo especially women also are in need (underinsured), this is the most in need. While we thought ACA and Medicaid would make a difference many did not enroll especially in ACA only about 10-15,000 have enrolled but still need a provider as many local physicians are not taking patients who are uninsured or have Medicaid or ACA. Therefore we have seen an increase in low income patients especially from the target areas of inner city and south Laredo which has the largest population that is either uninsured or underinsured. It also has a section on Medicaid (mostly children) or on ACA but they still can't be seen as physicians may not accept Medicaid or ACA. Of the over 180 physicians in Laredo only 40-45% accept Medicaid or ACA. In Laredo based on our 2011 health care assessment and our program services such as a cprit project (persons not getting preventive care for 3 years) women usually are not insured and not on Medicaid so wait until they have a health problem to seek health care access. Currently many access our Title V and 1115 transformation clinics which covers 504 patient mostly women, but in six (6) months we have already seen over 654 patients and are evaluating not providing health care to new patients because we need additional resources to provide services. Our Title X was budgeted to provide FP and women's health care to 900 women, we provided care to 1,500. Women both adolescent and under 50 years of age continue to be a priority population for health care access, preventive care and women's health services. These funds will assist us to serve low income high risk women that is in need of health care access.

#### **F. Characteristic of priority population:**

Currently the CLHD serves over 1600 low income women through our Title X and V prevention and women health services but are only funded to serve 900. Through these HTW funds we anticipate serving more comprehensively 350 low income (200 % FPL), uninsured women ages 15-44 who are in need of early detection, women's health services, primary care and prevention services. These are low income, uninsured or underinsured (employed member of the family may have insurance and/or kids have some form of insurance or Medicaid but the mother, wife is not covered). Many of these are first time mothers that need post partum care, women's preventive health care and family planning (FP). Some are women we need to follow-up with because of gestational diabetes or eclampsia during pregnancy. Some have behavioral health and/or substance abuse needs that need to be addressed to improve healthier outcomes of their medical conditions. Some women we are targeting have not been in the health care system due to being uninsured, they don't understand the health care system network and/or they don't fully understand prevention services needs (breast and cervical cancer screening, immunizations, blood pressure, checks, A1C checks, weight, FP). Health literacy is another issue that can be improved by having persons feel comfortable with the health care system. Furthermore this priority population is low-income, uninsured or underinsured women. The CLHD serves all persons but targets populations such as those covered by the HTW target population in Laredo as a primary target population and will provide care for an additional 350 new patients (women) on a waiting list to be seen. The majority of clients served in the HTW Program will be Latino and who have not continuously been in the continuum of care. From 2007-2010 under the CPRIT funding we screened over 7000 women for breast, and cervical cancer; 70% had not seen a medical provider for preventive care services in over 3 years primarily because they were uninsured. However, as in our Title X and V services many have risks factors that will be targeted for the HTW that include: (1) adolescents that have a high birth rate and get lost

to post partum and family planning care services. (yearly over 1,000 births to women under 19 years of age), and an older population under 45 with first time pregnancies; (2) an increasing gestational diabetes rate affecting 30% of women; (3) increasing premature infant births and mother mortality rates; (4) a disproportionate rate of cervical and breast cancer, 5) women under 45 who have high blood pressure and eclampsia during pregnancy and 6) women who are overweight with metabolic abnormal changes. Womens health, preventive care and early detection services and family planning services are critically needed. As a community priority, family involvement and early detection is emphasized to encourage women especially adolescents to discuss their sexual behavior and contraceptive decisions with parents, partners, other adult family member as appropriate, health professionals and FP counselors. By increasing health care access to women for preventive care we can intervene early and avoid later complications, unnecessary hospitalizations and acute care crisis. Finally all women need social services, behavioral health screening and DSM that will be integrated into the care provide to women in the HTW program.

#### **G. Priority population health status:**

In addition to health status stated in sections E/F, the priority population is a working class, stay home women and lower socio-economic status and not insured. For that reason don't access preventive care routinely or some chose to go to Mexico for care. Not having a medical home and not accessing routine preventive and wellness health care increases acute health care crisis, preventable hospitalizations and undetectable chronic disease conditions that can also develop complications (diabetes, hypertension). Some of these women during pregnancy develop gestational diabetes or hypertension that we must follow-up on in the post partum period and assure they are in the continuum of care. In addition many face nutritional deficiencies and maybe as well malnourished, physical activity is low, s BMI is greater than 25 and A1C levels are greater than 7. Some maybe already confirmed diabetes that need to participate in DSM to improve their overall health. Many have not had timely and routine mammograms or pap smears. Many are in need of reproductive health services and FP. STIs are on the rise in Laredo especially with gonorrhea and Chlamydia and these services have to be offered as well. Finally we have to do a better effort to immunize this priority group with HPV, Tdap, MMR and flu vaccines. This priority population will benefit from a comprehensive annual medical exam that would include A1C, glucose, lipid profile, BMI laboratory test. In addition, this priority population would benefit from our Healthy Living/Viviendo Mejor program that educates about general health, and includes nutrition, behavioral health, social work services, and family planning.

#### **3. Gaps in resources and potential barriers to improving health:**

We have already discussed that a significant gap and barrier is access to care for up to 40% of the population because they are uninsured, underinsured or they cannot get appointment with a provider as we are an MUA and HPSA but also providers who provide care for the uninsured and/or who are on Medicaid are not enough. Because of this uninsured and low income group who need timely and appropriate access, early detection and preventive care is at times secondary adding to the acuteness and severity of health care. A barrier for some is transportation, childcare during the medical appointment, health literacy and understanding the health system, understanding their health status and DSM, accessible clinic hours. However to address these gaps and barriers we have expanded our clinic capacity and will expand further with HTW resources. Transportation is being met with bus vouchers and improved health care literacy is being addressed through case management support and promotes from not just the CLHD but the LHC and



will further improve with HTW resources. Through the 1115 we added an extra after hour clinic but with additional resources we can also add another after hour or weekend clinic. Other gaps/barriers include: (1) access to affordable medications and pharmaceuticals; (2) access for affordable basic laboratory; (3) need for additional financial resources for specialized care; (4) the need for affordable diagnostic and radiology services; (5) the need for continuing education for staff and providers; and (6) the need for adult dental services. Some of these can be assisted with HTW resources.

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of  
Respondent:**

City of Laredo Health Department

**Clinic Site # 1 of 1**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name of Respondent:**

City of Laredo Health Department

**Clinic Site # 1 of** 1

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

**All information must be accurate.\***

Clinic Name:	City of Laredo Health Department Primary Care Clinic						
Street Address:	2600 Cedar Ave.				Suite :		
City:	Laredo	County:	Webb	Zip Code:	78040	HSR:	11
Clinic APPOINTMENT Phone #:	(956) 795-4907 and (956) 795-4924						
Clinic PRIMARY Phone #:	(956) 795-4907		Fax:	(956) 795-2039			
Service Area (counties to be served):	Webb County (Laredo only)						
Contact Person:	Alamar Gutierrez, LVN, Clinic Supervisor						
Pharmacy License #:	15330	Class:	D				
TPI#:	1379174-02	NPI#:	1790858769				
Submission date of Medicaid Application:							
Subcontractor Site:	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No				
Mobile Site:	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No				

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	1:00	5:00	5:00	7:00
TUESDAY	8:00	12:00	1:00	5:00	5:00	7:00
WEDNESDAY	8:00	12:00	1:00	5:00	5:00	7:00
THURSDAY	8:00	12:00	1:00	5:00		
FRIDAY	8:00	12:00	1:00	5:00		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	80		80		24	

## FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name  
of Respondent:**

City of Laredo Health Department

All respondents must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

A team of Michelle Gonzalez WNP and Alamar Gutierrez, LVN III, Nurse Supervisor, combined they have over 25 years of experience in providing primary care, women's health, family planning, maternity, and prevention health services. In addition they manage the entire clinical care services. They will be joined by Dr. Erika Juarez, Health Educator Chief who will provide QIP oversight of staff development and manage the community health promotion and outreach education services for both staff and the public.

2. Identify specific training that will be used for eligibility and billing staff.

Staff are already trained in Title V/X and entitlement eligibility assessment and billing. They and new staff will undergo any training necessary for HTW and any required by HHSC/DSHS to assure accurate and efficient eligibility and billing requirements. These will be ongoing for QPI, but all will renew on annual basis. These will be one on one and group trainings on HTW, Title V/X eligibility, billing and program administrative policies both for state (program) and city fiscal, billing, registration requirements. Additional or subsequent trainings will be provided to address any changes that might occur during the program year. New hires will undergo this training immediately after their hire date.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

Training assessments are conducted following HHSC/DSHS, local peer review committee recommendations procedures and city audit review and findings. Clinic staff are also evaluated for accuracy, efficiency, customer service and quality of service. The team of WNP and LVN supervisor weekly assess progress and weaknesses. Based on findings additional individual training and/or group training is done but monitoring is routine and daily. All clinic staff follow a manual guide and are trained using it. In addition the QA/PRC also reviews charts for both clinic and program (eligibility, billing) compliance and provides assessments and request any CAP to the medical review committee and other appropriate subcommittees who also review and make recommendations and/or revisions. Then it goes to the program staff who must implement and revise their procedures and training manuals. Other state and agency trainings relevant to services (HTW are attended by staff to ensure CQIP (immunizations, FP, clinical care, screening, case management, LARC and women's

health training, nutrition CPR, AED, hearing, and vision courses). These may be provided by HHSC/DSHS, WHFPT, UTHSCSA, TAMU, Laredo Community College. The staff also attends local customer service, billing, safety, nutrition, and epidemiology trainings/briefings in house on a quarterly basis and through COL sponsored training and staff development activities.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

As per City of Laredo policy every staff member will receive an annual performance appraisal which is monitored at the departmental level by the director's office and by the COL Human Resources department (HR). This evaluation is used to assist staff on performance development, assess positive actions, and improvement. This is kept in the CLHD personnel file with the original at COL HR. Specifically, during the performance appraisal review each supervisor reviews the performance with the employee and addresses the need to further develop his or her knowledge, skills, and abilities related to their duties, as well as highlight positive achievement, areas of personal and program growth and a plan is done for new milestones for the next year as well as areas of concern for training. Each program also highlights clinical and administrative areas of services and compliance. For the HTW services for example special emphasis will be done on patient care quality and program compliance. Specialty clinical and therapeutic care standards will be reviewed by the medical and peer review process and incorporated into the performance appraisal. Finally for midlevel providers and nursing staff they meet weekly for assessment and chart review with the medical oversight.

**FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR**

**Legal Business Name  
of Respondent:**

City of Laredo Health Department

Respondent must complete the calendar below listing all staff orientation, training, and in-service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Respondent's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

This form is provided as guidance. The respondent may use their own form but the information below must be included in respondent's form. Label Form L-1.

Date	Topic // Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
07/2016	HTW Program Overview, repeat annually	Michelle Gonzalez WNP, Alamar Gutierrez, LVN III Supervisor and Dr. Erika Juarez, Chief Health Education	X	
07/2016	Eligibility Screening and Application Procedures, Billing repeat annually	Alamar Gutierrez LVN III Supervisor, Laura Recio, Revenue Collection Supervisor, Blandina Gamez, Chief BG	X	
07/2016	LARC Overview	Michelle Gonzalez, WHNP and Dr. Victor Trevino	X	X
01/2017	Eligibility Screening and Application Procedures Update Quarterly and annually	Alamar Gutierrez LVN III Supervisor, Laura Recio, Revenue Collection Supervisor, Blandina Gamez, Chief BG	X	X
01/2017	LARC Update repeat annually	Michelle Gonzalez WHNP	X	X
TBA	Specialty Family Planning and women's health clinical updates and program training and repeat annually, in-house quarterly	DSHS, WHFPT, UTHSCSA, CLHD	X	X

**City of Laredo Health Department**

TBA	Specialty Primary Care, preventive care and program updates and training repeat annuallyin-house quarterly	DSHS, WHFPT, UTHSCSA, CLHD	X	X
	QIP/PRC quarterly and annually	CLHD	X	

**FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN**

**Legal Business Name  
of Respondent:**

City of Laredo Health Department

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Respondent **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2 of the RFP.

The Community Education/Program Promotion Plan must:

1. Describe respondent's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.

The promotion/education/outreach plan will be a multi-faceted approach that addresses the needs of the most vulnerable female population. Several strategies will be used: 1) outreach using promotores to provide culturally appropriate promotion of prevention importance and clinic accessibility. This will be done at community centers, schools, and churches. 2) using case workers to promote healthier choices and helping women with health literacy, patient compliance and how to navigate the health care system, 3) use print and social media to send healthier messages, send reminders for appointment and health care access, and send reminders on health care compliance, 4) through the LHC distribute announcements for patient recruitment, healthy messages and make monthly announcements on women's health care priorities, 5) through the Mayors Active Living Wellness council continue with the 3 focused messages-Eat Healthier, Be Active and See a medical provider, with HTW resources we can increase health care access, 6) continue to promote DSM increasing outreach sites in the priority areas of Laredo and 7) provide adolescent and young adults friendlier health care environment to assure this subgroup stays in care. Through other resources technical assistance and training is being provided by the Texas Campaign and the Baylor School of Medicine Adolescent Clinic. Through these efforts Laredo will know of the HTW services, healthier choices, health care access and health promotion. The DSM will also be enlarged by adding outreach areas and these provide healthier cooking and nutrition education and demonstrations, walking club or Zumba participation, peer to peer psycho-social support and early screening. This has been widely advertised and has a good following promoted by the media, LHC and community venues.

Additional women's health education will be provided through print and social media through our community partners, media, and schools. An adjunct to health



promotion is the public and private school systems, the universities, parks and recreation centers and community centers as well community based and faith based groups all part of our LHC. The school health advisory council (SHAC) and the parent-student-teacher associations will be targeted for program and services information sharing and health education. The LHC with more than 40 members of health, and allied health organizations is a vehicle of women's health information sharing and promotion especially for health care services, mammograms, pap smears, pregnancy test, health, nutrition, and behavioral health services promotion. Through this medium we address diabetes, primary care, family planning, dental hygiene, chronic disease, FP and preventive medicine. Through periodic news media releases we reach 250,000 plus residents of the City of Laredo, and will promote the HTW program from the beginning, and ongoing thereafter. The city public access television will be used for health messages on women's health, preventive care and health literacy. Lastly, messages on the CLHD webpage, facebook and increasing social media interaction with the public on a day to day basis will also be used. The public can also access us by email, and telephone for quick inquires, and personal health guidance.

2. Describe respondent's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Respondent must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the respondent to the community.

**Providers** – We already provide training and information sharing to our partners - the LHC, all three hospitals, faith based clinics, community based clinics, the nursing school and the federally qualified health centers and will continue to use this venue to provide additional health education and promotion on the HTW services. We also provide provider updates using our cloud based system to send messages and updates such as on updates for HPV administration, Syphilis testing during pregnancy, DSM, cancer prevention and FP services. We also provide medical updates during grand rounds and as well send health updates to the hospitals for their medical staff and we provide onsite training and updates as well and will continue these venues for the HTW services. Alerts on Women's Health and preventive care will be provided to over 240 clinicians in the region on various issues including cancer prevention and detection.

**Responsiveness to the needs of our community** – Through the HTW initiative and its promotion and education of services, its health care services and the increased awareness to access early care and prevention services we will be able address some of the major gaps and barriers to health care access for poor women and women who are uninsured. We can provide enhanced comprehensive medical and preventive health care, increase health care access for preventive care, increase access to STD/HIV & cancer screening services and treatment services, increase women's health and FP services, increase diagnostic care and laboratory and wellness DSM to at least 350 women who are not in routine continuum of care and are below the 200% of poverty level. Priority patients in need will provide necessary care that will promote healthier outcomes, and reduce complications,

preventable hospitalizations and promote positive women's health. This is especially important since many have no other medical home or provider they can access in spite of the marketplace they do not qualify for subsidized premiums. In a MUA the CLHD plays an important role as a provider and safety net. We succeeded in providing our patients with a medical home and will further enhance services through the HTW provision with one additional FNP. To improve access, we will continue to provide evening clinics, same day testing to increase accessibility and provide screening results on a one-on-one personalized basis to answer their questions and allay their fears.

**Description of the impact on ultimate outcome measures:**

Increasing understanding of the health care system, improving health literacy, providing health education on the importance of prevention, women's health, primary care use, early detection, DSM and case management we can improve women's health outcomes. This patient care and enhancement and learning to use the health care system and stay in the continuum of care will reduce women's health disparities and increase accessibility to those individuals most in need and least likely to seek services, preventing a high incidence of late stage cancers, health complications, acute care crisis, reducing preventable hospitalizations and intervening early for disease and improving reproductive health. In conjunction with DSM, it will provide patients with the tools to reduce their risk through lifestyle changes.

**Form M-1: Community Education/Program Promotion Calendar**

**Calendar of Community Education/Promotion**

Date	Topic	Location	Providers
1 <sup>st</sup> week of July 2016	HTW Promotion	NBC, Telemundo, Univision, Fox TV, CBOs, non-profits LHC	Dr. Héctor González, Promotores,
1st Quarter (Jul-Sept 2016)	General Women's Health & Teen Health	CLHD, Providers, LHC CBOS, non- profits, parks, community centers	Dr. Erika M. Juárez, promotores and social media
2nd Quarter (Oct- Dec 2016)	Family Planning Education and Provider education	CLHD Providers, LHC CBOS, non- profits, parks, community centers	Michelle González, N.P., social media
3rd Quarter (Jan-Mar 2017)	Diabetes	CLHD, CBOS, parks, community centers	Dr. Erika M. Juárez, promotores, social media
4th Quarter (Apr-Jun 2016)	Disease Self Management	CLHD	Ms. Fabiola Guerra, Nutritionist, promotores, social media, case managers

## APPENDIX E: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

City of Laredo Health Department

*This certification pertains to the following billing or performing provider:*

**Provider Name** City of Laredo Health Department

**Federal Tax ID Number** 74-6001573

**NPI Number** 1790858769

**If provider does not have an NPI, Submission Date of Medicaid Application** \_\_\_\_\_

**Provider's primary billing address:**

**Street Address** 1110 Houston St.

**City/State/Zip Code** Laredo, TX 78040

**Telephone Number** (956) 791-7429

**Provider's primary physical address:**

**Street Address** 2600 Cedar Ave.

**City/State/Zip Code** Laredo, TX 78040

**Telephone Number** (956) 795-4921

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;

a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Hector F. Gonzalez, M.D., M.P.H.. I am the provider or, if the provider is an organization, I am the provider's (title or position) Health Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/25/2016 through 12/31/2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: 

Printed Name: Hector F. Gonzalez, M.D., M.P.H.

Title: Health Director

Date: 4-26-16

**Value-added Benefits**

The respondent intends to provide behavioral health and nutrition counseling which are above and beyond the scope of the RFP as value added. In addition, the respondent will provide substance abuse counseling as appropriate.



**Assumptions**

Respondent does not have any assumptions that would exclude it from applying for this RFP.



## HHS Procurement and Contracting Services

## SOLICITATION ADDENDUM

**SOLICITATION ADDENDUM: # 1**  
for  
**SOLICITATION: # 529-16-0094**

Date: 3/31/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi  
Phone: 512-406-2410  
Fax: 512-406-2688

Date Due: 04/21/2016

Time Due: 2:00 pm

**DESCRIPTION OF THE ADDENDUM:**

This Addendum is issued to reflect the following information, clarification or change:

The addition of the vendor conference presentation.



Microsoft PowerPoint  
97-2003 Presentation

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: \_\_\_\_\_

Date: 4-20-16Printed or Typed Name of Authorized Signature: Hector F. Gonzalez, MD, MPHBusiness Entity Name: City of Laredo Health Department






## HHS Procurement and Contracting Services

## SOLICITATION ADDENDUM

## SOLICITATION ADDENDUM: # 2

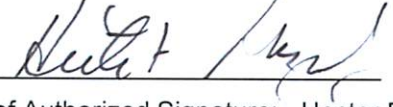
for

## SOLICITATION: # 529-16-0094

<b>Date:</b> 4/15/2016	<b>PCS Purchaser/Contract Administrator:</b> Mahsa Azadi <b>Phone:</b> 512-406-2410 <b>Fax:</b> 512-406-2688
<b>Date Due:</b> 04/27/2016 <span style="float: right;"><b>Time Due:</b> 2:00 pm</span>	
<b><u>DESCRIPTION OF THE ADDENDUM:</u></b> This Addendum is issued to reflect the following information, clarification or change:  HHSC posts Addendum #2 to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and the Vendor Conference Sign-In sheet as indicated in the following documents.	
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">             2016 4 15 HTW RFP            Amendment -- 4-15-1         </div> <div style="text-align: center;">             HTW Sign In Sheet.PDF         </div> <div style="text-align: center;">             Microsoft Excel            Worksheet         </div> </div>	

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature:  Date: 4-26-16

Printed or Typed Name of Authorized Signature: Hector F. Gonzalez, MD, MPH

Business Entity Name: City of Laredo Health Department




## HHS Procurement and Contracting Services

## SOLICITATION ADDENDUM

## SOLICITATION ADDENDUM: # 3

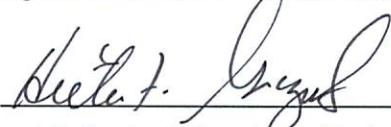
for

## SOLICITATION: # 529-16-0094

<b>Date:</b> 4/20/2016	<b>PCS Purchaser/Contract Administrator:</b> Mahsa Azadi <b>Phone:</b> 512-406-2410 <b>Fax:</b> 512-406-2688		
<table style="width: 100%;"> <tr> <td style="width: 50%;"><b>Date Due:</b> 05/2/2016</td> <td style="width: 50%;"><b>Time Due:</b> 2:00 pm</td> </tr> </table>		<b>Date Due:</b> 05/2/2016	<b>Time Due:</b> 2:00 pm
<b>Date Due:</b> 05/2/2016	<b>Time Due:</b> 2:00 pm		
<p><b><u>DESCRIPTION OF THE ADDENDUM:</u></b>          This Addendum is issued to reflect the following information, clarification or change:</p> <p>HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form as indicated in the document attached below.</p> <div style="text-align: center; margin: 20px 0;">             HTW RFP            Amendment #3         </div>			

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature:  Date: 4-26-16

Printed or Typed Name of Authorized Signature: Hector F. Gonzalez, MD, MPH

Business Entity Name: City of Laredo Health Department





# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☒ Section 1 - Respondent and Requisition Information
- ☒ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☒ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☒ Section 2 c. - No
- ☒ Section 2 d. - No
- ☒ Section 4 - Affirmation
- ☒ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

**- - Agency Special Instructions/Additional Requirements - -**

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

## SECTION-1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: City of Laredo Health Department State of Texas VID #: 74-6001573  
 Point of Contact: Miguel Pescador, Purchasing Agent Phone #: (956) 794-1731  
 E-mail Address: mpescador@ci.laredo.tx.us Fax #: (956) 790-1805
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: RFP No. 529-16-0094 Bid Open Date: 03/22/2016  
 (mm/dd/yyyy)

Enter your company's name here: City of Laredo Health DepartmentRequisition #: RFP No. 529-16-0094**SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☒ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Laboratory Services	%	%	17.5 %
2	Diagnostic Services	%	%	50.0 %
3	Medical Services	%	%	32.5 %
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☒ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract\*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☒ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: City of Laredo Health Department

Requisition #: RFP No. 529-16-0094

**SECTION-2 RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*



Enter your company's name here: City of Laredo Health DepartmentRequisition #: RFP No. 529-16-0094**SECTION-3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

**SECTION-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

  
Signature

Hector F. Gonzalez, MD, MPH  
Printed Name

Health Director  
Title

04/20/2016  
Date  
(mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.





**HSP Good Faith Effort - Method B (Attachment B)**

Rev. 09/15

Enter your company's name here: City of Laredo Health DepartmentRequisition #: RFP No. 529-16-0094

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 Description: Laboratory Services**SECTION B 2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

**SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
No HUB Vendors available in our area			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
- d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No



**HSP Good Faith Effort - Method B (Attachment B) Cont.**

Rev. 09/15

Enter your company's name here: City of Laredo Health DepartmentRequisition #: RFP No. 529-16-0094**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 1 Description: Laboratory Services

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Quest Diagnostics, Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 14000	17.5%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

There are no HUB vendors available for this subcontracting opportunity in our area. As per City of Laredo Purchasing Policy, formal bid solicitation was published. Only one vendor, Quest, responded to the solicitation. Documentation is attached.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



**HSP Good Faith Effort - Method B (Attachment B)**

Rev. 09/15

Enter your company's name here: City of Laredo Health DepartmentRequisition #: RFP No. 529-16-0094

**IMPORTANT:** If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-qfe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 2 Description: Diagnostic Services**SECTION B 2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If **Yes**, continue to SECTION B-4.)

☒ - No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

**SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
No HUB Vendors available in our area			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in **Texas** to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No



**HSP Good Faith Effort - Method B (Attachment B) Cont.**

Rev. 09/15

Enter your company's name here: City of Laredo Health DepartmentRequisition #: RFP No. 529-16-0094**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 2 Description: Diagnostic Services

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Laredo Medical Center	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 20000	25 %
Radiology Clinics of Laredo	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 20000	25 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

There are no HUB vendors available for this subcontracting opportunity in our area. Invitation letters/emails were sent to prospective providers. Documentation is attached.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



**HSP Good Faith Effort - Method B (Attachment B)**

Rev. 09/15

Enter your company's name here: City of Laredo Health DepartmentRequisition #: RFP No. 529-16-0094

**IMPORTANT:** If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 3 Description: Medical Services**SECTION B 2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If **Yes**, continue to SECTION B-4.)

☒ - No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

**SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
No HUB Vendors available in our area			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No



**HSP Good Faith Effort - Method B (Attachment B) Cont.**

Rev. 09/15

Enter your company's name here: City of Laredo Health DepartmentRequisition #: RFP No. 529-16-0094**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 3 Description: Medical Services

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Victor Treviño, M.D.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 8000	10.0%
Carlos Cruz, Jr., M.D.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 8000	10.0%
Gary Unzeitig, M.D.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 10000	12.5%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

There are no HUB vendors available for this subcontracting opportunity in our area. Invitation letters were sent to prospective providers. Documentation is attached.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.





# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

<b>SECTION: A PRIME CONTRACTOR'S INFORMATION</b>	
Company Name: <u>City of Laredo Health Department</u>	State of Texas VID #: <u>74-6001573</u>
Point-of-Contact: <u>Miguel Pescador, Purchasing Agent</u>	Phone #: <u>(956) 794-1731</u>
E-mail Address: <u>mpescador@ci.laredo.tx.us</u>	Fax #: <u>(956) 790-1805</u>
<b>SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>	
Agency Name: _____	
Point-of-Contact: _____	Phone #: _____
Requisition #: <u>RFP No. 529-16-0094</u>	Bid Open Date: <u>03/22/2016</u> <small>(mm/dd/yyyy)</small>
<b>SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</b>	
<b>1. Potential Subcontractor's Bid Response Due Date:</b>  If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,  we must receive your bid response no later than _____ on _____ <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Central Time</span> <span>Date (mm/dd/yyyy)</span> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p> </div>	
<b>2. Subcontracting Opportunity Scope of Work:</b>  <div style="height: 100px; border: 1px solid black;"></div>	
<b>3. Required Qualifications:</b> <span style="float: right;"><input type="checkbox"/> - Not Applicable</span>	
<b>4. Bonding/Insurance Requirements:</b> <span style="float: right;"><input type="checkbox"/> - Not Applicable</span>	
<b>5. Location to review plans/specifications:</b> <span style="float: right;"><input type="checkbox"/> - Not Applicable</span>	

**Related Links**

- [CMBL/HUB Directory Search Tips](#)
- [Register For CMBL - HUB](#)
- [HUB Mentor Protege Agreement Listing](#)
- [System for Award Management \(EPLS\)](#)
- [Debarred Vendors List](#)

## Centralized Master Bidders List - HUB Directory Search

Sorry, No vendors found for the search condition entered.

The **CMBL** is a master database used by State of Texas purchasing entities to develop a mailing list for vendors to receive bids based on the products or services they can provide to the State of Texas. Manufacturers, suppliers, and other vendors wishing to furnish materials, equipment, supplies, and services to the state should register for the CMBL to receive bidding opportunities.

The CMBL/HUB Directory Search is automatically defaulted to "CMBL Only" to perform a search for vendors, including [Texas certified HUBs](#) who have elected to [register on the CMBL](#). Purchasing entities use [NIGP Class and Item Codes](#) within the "Multiple Vendor Search" feature to identify vendors who can provide the products or services they want to purchase, and to develop mailing lists of vendors to receive bids.

For detailed explanations of the various search and data output features (i.e., Search For, Single Vendor Search, Multiple Vendor Search, Business Category / Vendor Location Search, Select Fields For Output, Output Options) that may be used to create lists of potential vendors as well as retrieve detailed information on a specific vendor, click [CMBL/HUB Directory Search Tips](#).

**SEARCH FOR**

☐ [CMBL Only](#)   ☒ [HUBs Only](#)   ☐ [HUBs On CMBL](#)   ☐ [All Vendors](#)

**SINGLE VENDOR SEARCH**Vendor ID:Vendor Number:Vendor Name:

contains ▼

Include Inactive Vendors☐

Note: If this box is checked, you must enter either a Vendor ID, Vendor Number or Vendor Name.

**MULTIPLE VENDOR SEARCH**

<b>Selection 1</b>	<u>NIGP Class Code:</u> 961	<u>Items:</u> 48	<u>Highway District(s):</u> 22
<b>Selection 2</b>	<u>NIGP Class Code:</u> 	<u>Items:</u> 	<u>Highway District(s):</u> 
<b>Selection 3</b>	<u>NIGP Class Code:</u> 	<u>Items:</u> 	<u>Highway District(s):</u> 

**BUSINESS CATEGORY / VENDOR LOCATION SEARCH**

Business Category: 09-Medical Services ▼

County Location: Webb ▼

City Location: exact ▼ Laredo

Zip Code Location: begins with ▼ 78

Highway District(s) Location: 22

**SELECT FIELDS FOR OUTPUT**

<input checked="" type="checkbox"/> Vendor ID	<input checked="" type="checkbox"/> Company Name	<input checked="" type="checkbox"/> Contact Person	<input checked="" type="checkbox"/> Mailing Address	<input checked="" type="checkbox"/> City
<input checked="" type="checkbox"/> State	<input checked="" type="checkbox"/> Zip	<input type="checkbox"/> County	<input type="checkbox"/> Country	<input checked="" type="checkbox"/> Email
<input checked="" type="checkbox"/> Phone	<input type="checkbox"/> Fax	<input type="checkbox"/> Website	<input type="checkbox"/> Business Description	<input type="checkbox"/> Category Code
<input checked="" type="checkbox"/> HUB Eligibility	<input checked="" type="checkbox"/> HUB Gender	<input type="checkbox"/> HUB Mentor/Protege	<input checked="" type="checkbox"/> Small Business	

**OUTPUT OPTIONS**

Output as: Detail List ▼

Sort by: Vendor Name ▼



**Related Links**

- [CMBL/HUB Directory Search Tips](#)
- [Register For CMBL - HUB](#)
- [HUB Mentor Protege Agreement Listing](#)
- [System for Award Management \(EPLS\)](#)
- [Debarred Vendors List](#)

## Centralized Master Bidders List - HUB Directory Search

Sorry, No vendors found for the search condition entered.

The **CMBL** is a master database used by State of Texas purchasing entities to develop a mailing list for vendors to receive bids based on the products or services they can provide to the State of Texas. Manufacturers, suppliers, and other vendors wishing to furnish materials, equipment, supplies, and services to the state should register for the CMBL to receive bidding opportunities.

The CMBL/HUB Directory Search is automatically defaulted to "CMBL Only" to perform a search for vendors, including Texas certified HUBs who have elected to register on the CMBL. Purchasing entities use NIGP Class and Item Codes within the "Multiple Vendor Search" feature to identify vendors who can provide the products or services they want to purchase, and to develop mailing lists of vendors to receive bids.

For detailed explanations of the various search and data output features (i.e., Search For, Single Vendor Search, Multiple Vendor Search, Business Category / Vendor Location Search, Select Fields For Output, Output Options) that may be used to create lists of potential vendors as well as retrieve detailed information on a specific vendor, click [CMBL/HUB Directory Search Tips](#).

**SEARCH FOR**

☐ CMBL Only    ☒ HUBs Only    ☐ HUBs On CMBL    ☐ All Vendors

**SINGLE VENDOR SEARCH**Vendor ID:Vendor Number:Vendor Name:

contains ▼

Include Inactive Vendors☐

Note: If this box is checked, you must enter either a Vendor ID, Vendor Number or Vendor Name.

**MULTIPLE VENDOR SEARCH**

<b>Selection 1</b>	<u>NIGP Class Code:</u> 918	<u>Items:</u> 78	<u>Highway District(s):</u> 22
<b>Selection 2</b>	<u>NIGP Class Code:</u> 948	<u>Items:</u> 74	<u>Highway District(s):</u> 22
<b>Selection 3</b>	<u>NIGP Class Code:</u> 948	<u>Items:</u> 51	<u>Highway District(s):</u> 22

**BUSINESS CATEGORY / VENDOR LOCATION SEARCH**

Business Category: 09-Medical Services ▼

County Location: Webb ▼

City Location: exact ▼ Laredo

Zip Code Location: begins with ▼ 78

Highway District(s) Location: 22

**SELECT FIELDS FOR OUTPUT**

<input checked="" type="checkbox"/> Vendor ID	<input checked="" type="checkbox"/> Company Name	<input checked="" type="checkbox"/> Contact Person	<input checked="" type="checkbox"/> Mailing Address	<input checked="" type="checkbox"/> City
<input checked="" type="checkbox"/> State	<input checked="" type="checkbox"/> Zip	<input type="checkbox"/> County	<input type="checkbox"/> Country	<input checked="" type="checkbox"/> Email
<input checked="" type="checkbox"/> Phone	<input type="checkbox"/> Fax	<input type="checkbox"/> Website	<input type="checkbox"/> Business Description	<input type="checkbox"/> Category Code
<input checked="" type="checkbox"/> HUB Eligibility	<input checked="" type="checkbox"/> HUB Gender	<input type="checkbox"/> HUB Mentor/Protege	<input checked="" type="checkbox"/> Small Business	

**OUTPUT OPTIONS**

Output as: Detail List ▼

Sort by: Vendor Name ▼

Search

Clear Search



**From:** Hector F. Gonzalez  
**Sent:** Friday, April 08, 2016 11:27 AM  
**To:** 'Gallegos, Enrique'  
**Cc:** 'jorge\_leal@chc.net'; Waldo A. Lopez  
**Subject:** new opportunity

Hope this finds you well, we are writing for a new state opportunity for women's preventive and primary care. If awarded we would like to develop an MOU or contract to send patients to you for mammograms and/or colposcopy.

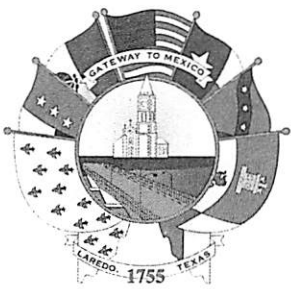
Let me know if you are interested in this partnership and what would be the charges for:

Mammograms  
Sonograms  
Colposcopy  
Cervical biopsy

Thank your consideration and again thank you for all your coordination on prevention.

Hector F. Gonzalez MD, MPH  
Director of Health  
City of Laredo Health Department  
2600 Cedar  
Laredo, Texas 78040  
956.795.4920  
956.726.2632 (fax)  
[hgonzalez@ci.laredo.tx.us](mailto:hgonzalez@ci.laredo.tx.us)  
<http://www.cityoflaredo.com/Health/Healthindex.htm>





## Laredo Active Living



City of Laredo Health Department



**Public Health**  
Prevent. Promote. Protect.

2600 Cedar Ave., P.O. Box 2337, Laredo, TX 78044  
Tel. (956) 795-4900 Fax. (956) 726-2632

Hector F. Gonzalez, M.D., M.P.H.  
Director of Health

April 8, 2016

Dr. Salah Rafati  
Radiology Clinics of Laredo  
5401 Springfield  
Laredo, TX 78040

Dr. Rafati

We are writing for a new state opportunity for women's preventive and primary care. If awarded we would like to develop an MOU or contract to send patients to you for mammograms and/or sonograms.

Let me know if you are interested and what the charges are for:

Mammograms  
Sonograms

Thank your consideration .

Sincerely,

Hector F. Gonzalez MD, MPH  
Director of Health



## Laredo Active Living



City of Laredo Health Department



## Public Health

Prevent. Promote. Protect.

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Hector F. Gonzalez, M.D., M.P.H.  
Director of Health

April 8, 2016

Victor D. Trevino, M.D.  
101 W. Village Blvd.  
Laredo, TX 78041

Dr. Trevino

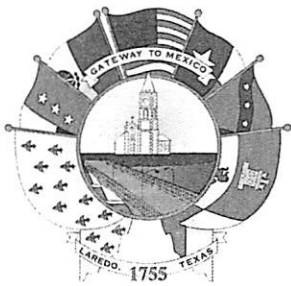
We are writing for a new state opportunity for women's preventive and primary care. If awarded we would like to develop a new MOU or contract to send patients to you for follow-up to abnormal pap smears, physical exams and family planning methods (IUDS, Lark implants)

Let me know if you are interested and what the charges are for these services.

Thank your consideration .

Sincerely,

Hector F. Gonzalez MD, MPH  
Director of Health



## Laredo Active Living



City of Laredo Health Department



**Public Health**  
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Tel. (956) 795-4900 Fax. (956) 726-2632

Hector F. Gonzalez, M.D., M.P.H.  
Director of Health

April 8, 2016

Carlos Cruz, Jr., M.D.  
OB/GYN Specialist of Laredo  
8607 McPherson Suite 101  
Laredo, TX 78045

Dr. Cruz

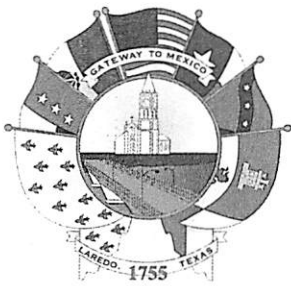
We are writing for a new state opportunity for women's preventive and primary care. If awarded we would like to develop a new MOU or contract to send patients to you for colposcopy and/or biopsy

Let me know if you are interested and what the charges are for these services.

Thank your consideration .

Sincerely,

Hector F. Gonzalez MD, MPH  
Director of Health



## Laredo Active Living



City of Laredo Health Department



**Public Health**  
Prevent. Promote. Protect.

2600 Cedar Ave., P.O. Box 2337, Laredo, TX 78044  
Tel. (956) 795-4900 Fax. (956) 726-2632

Hector F. Gonzalez, M.D., M.P.H.  
Director of Health

April 8, 2016

Gary Unzeitig, M.D.  
6801 McPherson Suite 106  
Laredo, TX 78041

Dr. Unzeitig,

We are writing for a new state opportunity for women's preventive and primary care. If awarded we would like to develop a new MOU or contract to send patients to you for follow-up to abnormal breast and cervical exams, colposcopy, and breast biopsy.

Let me know if you are interested and what the charges are for these services.

Thank your consideration and for your past partnership for our cancer screening and detection services.

Sincerely,

Hector F. Gonzalez MD, MPH  
Director of Health



**State of Texas**  
**Health & Human Services Commission**

**Child Support Certification**

**I.**

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

**II.**

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

**Name**

**Social Security #**

Not Applicable

Not Applicable

**III.**

As required by Section 231.006, the undersigned certifies the following:

***"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."***

Signature

Jesus M. Olivares

Printed Name

City Manager

Title

4/19/16

Date



**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

City of Laredo Health Department

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?..... ☒ Yes ☐ No

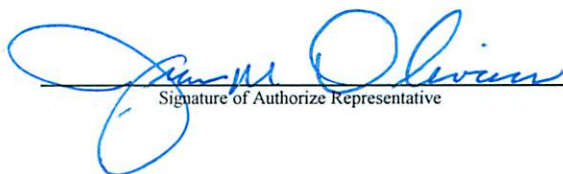
5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor City of Laredo Health Department	Vendor ID No. or Social Security No. 74-6001573	HHSC Contract No. (if applicable)
--	--	-----------------------------------

  
Signature of Authorize Representative

4/19/16  
Date

Printed/Typed Name and Title of Authorized Representative  
Jesus M. Olivares, City Manager

**CERTIFICATION**      City of Laredo Health Department  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

**Required Certifications**


*Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.*

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 180 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
  - the intention to submit a proposal;
  - the methods or factors used to calculate the prices proposed; or
  - the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
  - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
  - HHSC's procurement rules, procedures, and processes;
  - HHSC's use of the evaluation methodology and process described in RFP Section 5;
  - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
  - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.



8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.
10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
15. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
16. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
17. The respondent acknowledges all addenda and amendments to the RFP.

  
\_\_\_\_\_  
Signature  
Jesus M. Olivares

\_\_\_\_\_  
Printed Name  
City Manager

\_\_\_\_\_  
Title

4/19/16  
\_\_\_\_\_  
Date



**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?..... ☒ Yes ☐ No

Name of Contractor/Potential Contractor City of Laredo Health Department	Vendor ID No. or Social Security No. 74-6001573	HHSC Contract No. (if applicable) .
---	--	--

Name of Authorized Representative (type or print) Jesus M. Olivares	Title City Manager	 Signature--Authorize Representative	4/19/16 Date
--	-----------------------	---	-----------------

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION**

**ANTI-TRUST CERTIFICATION**

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

  
Authorized signature

City of Laredo Health Department

\_\_\_\_\_  
Name of Contractor/Vendor

4/19/16  
Date

Jesus M. Olivares

\_\_\_\_\_  
Printed Name of Individual

City Manager

\_\_\_\_\_  
Title of Individual



**Respondent Information and Disclosures***Instructions: This form must be submitted as an attachment to the respondent's proposal.*

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>City of Laredo Health Department</u> 2. Doing Business As: <u>City of Laredo Health Department</u> 3. Physical Address: <u>2600 Cedar Ave., Laredo, TX 78040</u> 4. Mailing Address: <u>P.O. Box 2337, Laredo, TX 78044-2337</u> 5. Taxpayer Identification Number: <u>74-6001573</u> 6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input type="checkbox"/> Non-profit Entity <input checked="" type="checkbox"/> Governmental Entity 7. Business Structure (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Other (specify): <u>Local Health Department</u> 8. State of Incorporation, If Applicable: <u>NA</u> 9. Name of Parent Entity, If Applicable: <u>NA</u> 10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity 11. CISV Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Jesus M. Olivares</u> Title: <u>City Manager</u> Mailing Address: <u>1110 Houston St./P.O. Box 579, Laredo, TX 78040-579</u> Telephone: <u>(956) 791-7302</u> Fax: <u>(956) 791-7498</u> E-mail: <u>jolivares@ci.laredo.tx.us</u>	2. Primary Contact for Proposal Questions: Name: <u>Waldo Lopez</u> Title: <u>Associate Director of Programs</u> Mailing Address: <u>2600 Cedar Ave./P.O. Box 2337, Laredo, TX 78044-2337</u> Telephone: <u>(956) 795-4921</u> Fax: <u>(956) 726-2632</u> E-mail: <u>wlopez@ci.laredo.tx.us</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>Quest Diagnostics, Inc.</u> 2. Doing Business As: <u>Quest Diagnostics, Inc.</u> 3. Physical Address: <u>4770 Regent Blvd., Irving, TX 75063</u>	

4. Mailing Address: <u>Same</u>	
5. Taxpayer Identification Number: <u>382084239</u>	
6. Legal Status (check one):	<input checked="" type="checkbox"/> For-profit Entity <input type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity
7. Business Structure (check one):	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____
8. State of Incorporation, If Applicable: <u>NA</u>	
9. Name of Parent Entity, If Applicable: <u>NA</u>	
10. HUB Status (check one):	<input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity
Have you attached additional pages for Part 3? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.</b>	
1. Name of former state employee: <u>Not Applicable</u>	
2. Job title at termination of state employment: <u>Not Applicable</u>	
3. Date of termination of state employment: <u>Not Applicable</u>	
4. Annual rate of compensation at termination: <u>Not Applicable</u>	
5. Description of job responsibilities while state employee: <u>Not Applicable</u>	
_____	
_____	
_____	
6. If the former state employee worked on matters relating to the RFP, describe those matters:	
<u>Not Applicable</u>	
_____	
_____	
_____	
_____	
Have you attached additional pages for Part 4? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Part 5: Conflicts of Interest.** *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

Not Applicable \_\_\_\_\_

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Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation.** *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

Not Applicable \_\_\_\_\_

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Have you attached additional pages for Part 6? ☐ Yes ☒ No

**Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.**

Not Applicable

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.**

1. Proposal Section: Not Applicable

2. PIA Exception\*: Not Applicable

3. Explanation of Why the Exception Applies: Not Applicable

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

**Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.**

1. Organization's Legal Name: Laredo Texas Hospital Company, LP
2. Doing Business As: Laredo Medical Center
3. Physical Address: 1700 E. Saunders St., Laredo, TX 78040
4. Mailing Address: Same
5. Taxpayer Identification Number: \_\_\_\_\_
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☒ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: NA
9. Name of Parent Entity, If Applicable: NA
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☒ Yes ☐ No**Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.**

1. Organization's Legal Name: Radiology Clinics of Laredo
2. Doing Business As: Radiology Clinics of Laredo
3. Physical Address: 5401 Springfield, Laredo, TX 78040
4. Mailing Address: Same
5. Taxpayer Identification Number: 74-2652532
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☒ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: NA
9. Name of Parent Entity, If Applicable: NA
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☒ Yes ☐ No



**Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.**

1. Organization's Legal Name: Victor Treviño, M.D.
2. Doing Business As: Victor Treviño, M.D.
3. Physical Address: 101 W. Village Blvd., Laredo, TX 78041
4. Mailing Address: Same
5. Taxpayer Identification Number: 74-2882192
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☒ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: NA
9. Name of Parent Entity, If Applicable: NA
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☒ Yes ☐ No**Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.**

1. Organization's Legal Name: The OB/GYN Specialists of Laredo
2. Doing Business As: Carlos Cruz, Jr., M.D.
3. Physical Address: 8607 McPherson #101, Laredo, TX 78045
4. Mailing Address: Same
5. Taxpayer Identification Number: \_\_\_\_\_
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☒ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: NA
9. Name of Parent Entity, If Applicable: NA
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☒ Yes ☐ No

**Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.**

1. Organization's Legal Name: Gary Unzeitig, M.D.
2. Doing Business As: Gary Unzeitig, M.D.
3. Physical Address: 6801 McPherson #106, Laredo, TX 78041
4. Mailing Address: Same
5. Taxpayer Identification Number: 74-2343396
6. Legal Status (check one): ☒ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☒ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: NA
9. Name of Parent Entity, If Applicable: NA
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No



## HHS Enterprise Data Use Agreement - Attachment 2

## SECURITY AND PRIVACY INITIAL INQUIRY (SPI)

Email: [InfoSecurity@hhsc.state.tx.us](mailto:InfoSecurity@hhsc.state.tx.us)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

**SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)**

<b>1. Entity or Applicant/Bidder Legal Name</b>	Legal Name: City of Laredo Health Department Address: 2600 Cedar City: Laredo State: TX ZIP: 78040 Main Telephone #: 956-795-4900 Website: <a href="http://www.ci.laredo.tx.us">www.ci.laredo.tx.us</a>		
<b>2. Number of Employees, at all locations, in Applicant Bidder's Workforce</b> "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 200		
<b>3. Number of Subcontractors</b> (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0		
<b>4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder</b> (Privacy and Security Official may be the same person.)	<table border="1"> <tr> <td data-bbox="792 1123 1536 1470"> <b>A. Security Official:</b>            Name: Pablo Arias            Address: 2600 Cedar            City: Laredo State: TX ZIP: 78040            Telephone #: 956-795-4926            Email Address: <a href="mailto:parias@ci.laredo.tx.us">parias@ci.laredo.tx.us</a> </td> </tr> <tr> <td data-bbox="792 1470 1536 1815"> <b>B. Privacy Official:</b>            Name: Waldo A. Lopez            Address: 2600 Cedar            City: Laredo State: TX ZIP: 78040            Telephone #: 956-795-4921            Email Address: <a href="mailto:wlopez@ci.laredo.tx.us">wlopez@ci.laredo.tx.us</a> </td> </tr> </table>	<b>A. Security Official:</b> Name: Pablo Arias Address: 2600 Cedar City: Laredo State: TX ZIP: 78040 Telephone #: 956-795-4926 Email Address: <a href="mailto:parias@ci.laredo.tx.us">parias@ci.laredo.tx.us</a>	<b>B. Privacy Official:</b> Name: Waldo A. Lopez Address: 2600 Cedar City: Laredo State: TX ZIP: 78040 Telephone #: 956-795-4921 Email Address: <a href="mailto:wlopez@ci.laredo.tx.us">wlopez@ci.laredo.tx.us</a>
<b>A. Security Official:</b> Name: Pablo Arias Address: 2600 Cedar City: Laredo State: TX ZIP: 78040 Telephone #: 956-795-4926 Email Address: <a href="mailto:parias@ci.laredo.tx.us">parias@ci.laredo.tx.us</a>			
<b>B. Privacy Official:</b> Name: Waldo A. Lopez Address: 2600 Cedar City: Laredo State: TX ZIP: 78040 Telephone #: 956-795-4921 Email Address: <a href="mailto:wlopez@ci.laredo.tx.us">wlopez@ci.laredo.tx.us</a>			

**5. HHS Agency Information** Provide the following information if known.

Contract Mgr: Ms. Masha Azadi	Email Address: <a href="mailto:masha.azadi@hhsc.state.tx.us">masha.azadi@hhsc.state.tx.us</a>	Agency: DSHS
Telephone #: 5,124,062,410	Requesting Dept: Procurement & Contract	PO/Contract #: RFP No. 529-16-0094

<b>6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA))</b> Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 253
<b>a. Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives.	250
<b>b. Servers.</b> Number of Servers that are not in a data center or using Cloud Services.	0
<b>c. Cloud Services.</b> Number of Cloud Services in use.	0
<b>d. Data Centers.</b> Number of Data Centers in use.	3
<b>7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:</b>	<b>Select Option</b>
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input type="radio"/> a. <input type="radio"/> b. <input checked="" type="radio"/> c. <input type="radio"/> d.
<b>8. HIPAA Business Associate Agreement</b>	<b>Yes or No</b>
<b>a.</b> Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>b.</b> Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>9. Subcontractors.</b> If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	<b>Yes or No</b>
<b>a.</b> Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>b.</b> Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>10. Does Applicant/Bidder have any Optional Insurance currently in place?</b> Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No



**Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)**

<b>1. Written Policies &amp; Procedures.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	<b>Yes or No</b>
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> <b>NA</b>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> <b>NA</b>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> <b>NA</b>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> <b>NA</b>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> <b>NA</b>



f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA

<p>k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> all time-lines have been met</p>	<p><u>Compliance Date:</u> NA</p>
<p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> all time-lines have been met</p>	<p><u>Compliance Date:</u> NA</p>
<p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> all time-lines have been met</p>	<p><u>Compliance Date:</u> NA</p>
<p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> all time-lines have been met</p>	<p><u>Compliance Date:</u> NA</p>
<p>2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> all time-lines have been met</p>	<p><u>Compliance Date:</u> NA</p>



<p>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u> all time-lines have been met</p>	<p><u>Compliance Date:</u> NA</p>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u> all time-lines have been met</p>	<p><u>Compliance Date:</u> NA</p>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u> all time-lines have been met</p>	<p><u>Compliance Date:</u> NA</p>
<p><b>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</b></p>	
<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<input type="checkbox"/> No Electronic Systems
<p>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u> all time-lines have been met</p>	<p><u>Compliance Date:</u> NA</p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u> all time-lines have been met</p>	<p><u>Compliance Date:</u> NA</p>



3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA

8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? ( <a href="#">FIPS 140-2 encryption</a> * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? ( <a href="#">FIPS 140-2 encryption</a> * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
* For more information regarding FIPS 140-2 encryption products, refer to: <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</a>	



14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> all time-lines have been met	<u>Compliance Date:</u> NA

### Section D: Signature and Submission

Please sign the form digitally, if possible; if you can't, provide a handwritten signature.

Signature: 	Date: 4-26-2016
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To submit the completed, signed form, do one of the following:

- Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)
- Attach it to an email to [InfoSecurity@hhsc.state.tx.us](mailto:InfoSecurity@hhsc.state.tx.us).

Submit by email



## INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INITIAL INQUIRY (SPI)

### Attachment 2 to the HHS Enterprise Data Use Agreement

Below are instructions for Applicants, Bidders and Contractors for Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

### SECTION A. APPLICANT /BIDDER INFORMATION

**Item #1. Entity or Applicant/Bidder Legal Name.** Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.

**Item #2. Number of Employees, at all locations, in Applicant/Bidder's workforce..** Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."

**Item #3. Number of Subcontractors.** Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.

**Item #4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder.** As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Confidential Information and be willing to be the point of contact for privacy and security questions.

**Item #5. HHS Agency Information.** Provide the details of the HHS Contract Manager and PO/Contract # if known.

- **Contract Mgr.** Provide the name of the HHS Contract Manager or Purchasing Official.
- **Email Address.** Provide the HHS Contract Manager or Purchasing Official email address.
- **Agency.** Select the Agency responsible for the Purchase Order or Contract.
- **Telephone #.** Provide the HHS Contract Manager or Purchasing Official telephone number.
- **Requesting Dept.** Provide the HHS Agency Requesting Department.
- **PO/Contract #.** Provide the Purchase Order or Contract number.

**Item #6. Number of Storage devices for Confidential Information.** The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 6a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Confidential Information.
- **Item 6b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which confidential data is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 6c. Cloud Services.** Provide the number of cloud services to which Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)
- **Item 6d. Data Centers.** Provide the number of data centers in which you store Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information



organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

**Item #7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Confidential Information during one year.** Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

**Item #8. HIPAA Business Associate Agreement.**

- **Item #8a.** Answer "yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Service, the Department of Disability and Aging Services, or the Health and Human Services commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no."
- **Item #8b.** Answer "yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "no."

**Item #9. Subcontractors.** If your business responded "0" to question 3 (number of subcontractors), Answer "no" to Items 9a and 9b to indicate not applicable.

- **Item #9a.** Answer "yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #9b.** Answer "yes" if your business obtains HHS approval before permitting subcontractors to handle Confidential Information on your business's behalf.

**Item #10. Optional Insurance.** Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any other situations listed in this question. If you do not have this optional coverage, answer "no."

## **SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT**

*Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Confidential Information and respond in the event of a Breach of Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.*

**For any question Section B or Section C question that is answered "no", an explanation of how compliance will be corrected and a date when compliance will be complete in the designated areas below the question.**

**Item #1.** Answer "yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the HHS agency.
- **Item #1b.** Answer "yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "yes" if your business has written policies and procedures that limit the Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "yes" if your business has written policies and procedures that explain how your business would respond to an actual or a suspected breach of Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."

- **Item #1di.** Answer "yes" if your business has written policies and procedures that require your business to immediately notify HHS, the HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.

Refer to Article 4, Section 4.01:

*Initial Notice of Breach must be provided in accordance with HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*

- *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
- *within 24 hours of all other types of Confidential Information* **48-hour Formal Notice** *must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*

- **Item #1dii.** Answer yes, if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
- **Item #1diii.** Answer "yes", if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "yes", if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.
- **Item #1f.** Answer "yes", if your business has written policies and procedures requiring you to allow individuals (clients/ consumers) to access their individual record of Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "yes", if your business has written policies and procedures restricting access to Confidential Information to only persons who have been authorized and trained on how to handle Confidential Information
- **Item #1h.** Answer "yes", if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "yes", if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Confidential Information.
- **Item #1j.** Answer "yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Confidential Information except to perform obligations under the contract, or with written permission from HHS.
- **Item #1k.** Answer "yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Confidential Information outside of the United States.
- **Item #1l.** Answer "yes", if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Confidential Information. Policies and procedures should comply with HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of HHS pursuant to the DUA, or other Confidential Information, without express prior written approval of the HHS agency.



The questions below relate to implementation of the Privacy and Security policies and procedures referenced above in Section 1.

**Item #2.** Answer "yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under your direct supervision.

**Item #3.** Answer "yes" if your business has privacy safeguards to protect Confidential Information as described in the SPI.

**Item #4.** Answer "yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Confidential Information. If you are the only person with access to Confidential Information, please answer "yes."

**Item #5.** Answer "yes", if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Confidential Information. If you are the only one with access to Confidential Information, please answer "yes".

### **SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT**

This section is about your electronic systems. If you **DO NOT** store Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "yes" for all questions in this section.

**Item #1.** Answer "yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not off-shore their data.

**Item #2.** Answer "yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

**Item #3.** Answer "yes" if your business monitors and manages access to Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Confidential Information, etc.). If you are the only employee, answer "yes" if you have implemented a process to periodically evaluate the need for accessing Confidential Information to fulfill your Authorized Purposes.

**Item #4.** Answer "yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Confidential Information.

**Item #5.** Answer "yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7>

**Item #6.** Answer "yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7>

**Item #7.** Answer "yes", if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "yes."



**Item #8.** Answer "yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist:

<http://windows.microsoft.com/en-us/windows7/Security-checklist-for-Windows-7>

**Item #9.** Answer "yes" if your business secures physical access to computer, paper, or other systems containing Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "yes."

**Item #10.** Answer "yes" if your business uses encryption products to protect Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 encryption preferred). For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>.

**Item #11.** Answer "yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Confidential Information and associated systems containing Confidential Information before they can obtain access. If you are the only employee answer "yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

**Item #12.** Answer "yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Confidential Information. If you are the only employee, answer "yes" if you are willing to submit to a background check.

**Item #13.** Answer "yes" if your business stores Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption preferred). For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>. If you do not utilize end-user electronic devices for storing Confidential Information, answer "yes."

**Item #14.** Answer "yes" if your business prohibits the storage or creation of Confidential Information on free Cloud Services or social media sites if you use such services or sites, and there is an HHS approved subcontractor agreement that includes an encryption requirement with the service or site. If you do not utilize free Cloud Services or media sites for storing Confidential Information, answer "yes."

**Item #15.** Answer "yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<http://windows.microsoft.com/en-US/windows7/products/features/windows-update>

**Item #16.** Answer "yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<http://windows.microsoft.com/en-US/windows7/products/features/windows-update>

**Item #17.** Answer "yes" if your business reviews system security logs on computing systems that access or store Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<http://windows.microsoft.com/en-us/windows/what-information-event-logs-event-viewer#1TC=windows-7>

**Item #18.** Answer "yes" if your business disposal processes for Confidential Information ensure that Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. A [Google search](#) can provide information on what tools can do this.



#### ***SECTION D. SIGNATURE AND SUBMISSION***

Click on the signature area to digitally sign the document. Select the "Submit by email" button to automatically submit the form as an email attachment. When prompted, choose "Desktop Email Application" and click "OK" to create the email. Alternatively, the form may be manually submitted as an attachment to an email sent to [InfoSecurity@hhsc.state.tx.us](mailto:InfoSecurity@hhsc.state.tx.us).

# **Attachment E – Grantee UTC**

## **VERSION 2.12**

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following



the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

## **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

## **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

## **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide



the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

## **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

## **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

## **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

## **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

## **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

## **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

## **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

## **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

## **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

## **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

# **Attachment F – HHSC Special Conditions Version 1.0**



**Health and Human Services Commission  
Special Conditions  
Version 1.0**

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## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

## **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

## **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

## **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

## **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

# **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

## **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

## **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## ARTICLE VI. AMENDMENTS AND MODIFICATIONS

### 6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### 6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### 6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## ARTICLE VII. AUDITS AND RECORDS

### 7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's



responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

#### **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

### **ARTICLE VIII. PAYMENT**

#### **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

## **ARTICLE XI. DAMAGES**

### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## ARTICLE XII. **TURNOVER**

### 12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### 12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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# **Attachment G – State Assurances**

## State Assurances

- (a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.
- (1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
  - (2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
  - (3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
  - (4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
  - (5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
  - (6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
  - (7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

# **Attachment H – Federal Assurances**

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

# **Attachment I – DUA**

**DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE  
AND  
\_\_\_\_\_ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency \_\_\_\_\_ (“HHS”) and \_\_\_\_\_ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. 529-16-0132-00009 in Travis County, Texas (the “Base Contract”).

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. 45 CFR 164.504(e)(1)-(3) This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

### **ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**

#### **Section 3.01    *Obligations of CONTRACTOR***

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate



relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. *Breach or Event Notification to HHS. 45 CFR 164.400-414***

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**Section 4.02** ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.03** ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## ARTICLE 6. GENERAL PROVISIONS

### **Section 6.01 *Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

### **Section 6.02 *HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **Section 6.03 *HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **Section 6.04 *Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

#### **Section 6.05    *Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

#### **Section 6.06    *Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### **Section 6.07    *Indemnification***

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

#### **Section 6.08    *Insurance***

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party



insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

**Section 6.09    *Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**Section 6.10    *Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**Section 6.11    *Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**  
**HHS CONTRACT NUMBER \_\_\_\_\_**

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with \_\_\_\_\_  
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

**CONTRACTOR**

**SUBCONTRACTOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE** \_\_\_\_\_, **201** .

**DATE:** \_\_\_\_\_